



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



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

**BID SOLICITATION DOCUMENTS FOR
PROCUREMENT
OF
FOOD TESTING EQUIPMENT FOR ESTABLISHMENT OF
MOBILE FOOD TESTING LABORATORIES**

**IFB No. KPFS&HFA/AD(Pro)/08/2021-04
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PART ONE - SECTION I (INSTRUCTIONS TO BIDDERS)



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INSTRUCTIONS TO BIDDERS

A. Introduction

1. Source of Funds	1.1	The Procuring Entity has received Provincial Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
	1.2	The funds referred to above in addition shall be “Public Fund” which according to 2 (1) (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.
2. Eligible Bidders	2.1	This Invitation for Bids is open to all eligible bidders/ Original Manufacturer/ Authorized 3S Dealer of the Original manufacturer. Proprietorship of a well-established Authorized dealer of the original manufacturer / 3S automobile dealership is must
	2.2	Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
	2.3	Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent Entity of the Government of Khyber Pakhtunkhwa.
	2.4	Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Rule 44(I) KPP Rules 2014.



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3. Eligible Goods and Services	3.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
	3.2	For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of goods and services is distinct from the nationality of the Bidder.
4. Cost of Bidding	4.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity named in the Bid Data Sheet, hereinafter referred to as “the Procuring Entity,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
B. The Bidding Documents		
5. Content of Bidding Documents	5.1	The bidding documents include: <ul style="list-style-type: none"> a) Instructions to Bidders (ITB) b) Bid Data Sheet (BDS) c) General Conditions of Contract (GCC) d) Special Conditions of Contract (SCC) e) Schedule of Requirements (SOR) f) Technical Specifications g) Bid Form and Price Schedules h) Bid Security Form i) Contract Form j) Performance Security Form k) Manufacturer’s Authorization Form
	5.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.
6. Clarification of Bidding Documents	6.1	An interested Bidder requiring any clarification of the bidding documents may notify the Procuring Entity in writing. The Bidding Procuring Entity will respond in writing to any request for



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		Document's clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
7. Amendment of Bidding Documents	7.1	At any time prior to the deadline for submission of bids, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.
	7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
	7.3	In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of bids.
		C. Preparation of Bids
8. Language of Bid	8.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
9. Documents Comprising the Bid	9.1	The bid prepared by the Bidder shall comprise the following components: <ul style="list-style-type: none"> a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12. b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and d) bid security furnished in accordance with ITB Clause 15.
10. Bid Form	10.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
11. Bid Prices	11.1	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes



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



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		<p>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>
14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	14.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
	14.2	The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	14.3	<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 substitutions ensure substantial equivalence to those designated in



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		the Technical Specifications
15. Bid Security	15.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security shall be submitted from the account of the firm/bidder/Bidder who submits the bid] ¹
	15.2	The bid security is required to protect the Procuring Entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
	15.3	The bid security shall be in Pak. Rupees and shall be in one of the following forms: The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to of the bid price @2% in Shape of CDR from the account of bidder /firm who submits the bid in the name of "Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority". A pay order will not be acceptable.
	15.4	Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring Entity as non-responsive, pursuant to ITB Clause 24.
	15.5	Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Entity pursuant to ITB Clause 16.
	15.6	The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
	15.7	The bid security may be forfeited: a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) in the case of a successful Bidder, if the Bidder fails: i. to sign the contract in accordance with ITB Clause 32; or ii. to furnish performance security in accordance with ITB Clause 33.
16. Period of Validity of Bids	16.1	Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Entity, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
	16.2	In exceptional circumstances, the Procuring Entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security



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		provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
17. Format and Signing of Bid	17.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID” as appropriate. In the event of any discrepancy between them, the original shall govern.
	17.2	The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid shall be initialed by the person or persons signing the bid.
	17.3	Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
	17.4	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
		D. Submission of Bids
18. Sealing and Marking of Bids	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
	18.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> a. be addressed to the Procuring Entity at the address given in the Bid Data Sheet; and b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
	18.3	The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” .
	18.4	If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring Entity will assume no responsibility for the bid’s misplacement or premature opening.
19. Deadline for Submission of Bids	19.1	Bids must be received by the Procuring Entity at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
	19.2	The Procuring Entity may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations



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		of the Procuring Entity and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
20. Late Bids	20.1	Any bid received by the Procuring Entity after the deadline for submission of bids prescribed by the Procuring Entity pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
21. Modification and Withdrawal of Bids	21.1	The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Entity prior to the deadline prescribed for submission of bids.
	21.2	The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
	21.3	No bid may be modified after the deadline for submission of bids.
	21.4	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.
		E. Opening and Evaluation of Bids
22. Opening of Bids by the Procuring Entity	22.1	The Procuring Entity will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
	22.2	The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
	22.3	Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
	22.4	The Procuring Entity will prepare minutes of the bid opening.



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23. Clarification of Bids	23.1	During evaluation of the bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
	24.1	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. Preliminary Examination	24.2	Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
	24.3	The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
	24.4	Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring Entity will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
	24.5	If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
	25.1	The Procuring Entity will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
25. Evaluation and Comparison of Bids	25.2	The Procuring Entity's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	25.3	The Procuring Entity's evaluation of a bid will take into account, in



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



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

c. Deviation in payment schedule:

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

or

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

d. Cost of spare parts.

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

or

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



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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 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.



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		h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.	
Alternative	25.4	25.4 Merit Point System: The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet [In the Bid Data Sheet, choose from the range of]	
		Evaluated price of the goods	60 to 90
		Cost of common list spare parts	0 to 20
		Technical features, and maintenance and operating costs	0 to 20
		Availability of service and spare parts	0 to 20
		Standardization	0 to 20
		Total	100
		The bid scoring the highest number of points will be deemed to be the Highest-Ranking fair bid.	
		26. Contacting the Procuring Entity	26.1
26.2	Any effort by a Bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.		
F. Award of Contract			
27. post-qualification	27.1	In the absence of prequalification, the Procuring Entity will determine to its satisfaction whether the Bidder that is selected as having submitted the Highest-ranking fair bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.	
	27.2	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate.	



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



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	33.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity may make the award to the next Highest ranking fair Bid or call for new bids.
34. Corrupt or Fraudulent Practices	34.1	<p>The Government of Khyber Pakhtunkhwa requires that Procuring Entity's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Bidders under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the Khyber Pakhtunkhwa Public Procurement Act, 2012 and Rules made thereunder:</p> <p>a. defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;</p> <p>b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.</p>
	34.2	Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
	35. Integrity Pact	35.1



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	Integrity Pact shall make the bidder non-responsive.
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PART ONE - SECTION II (GENERAL CONDITIONS OF CONTRACT)



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GENERAL CONDITIONS OF CONTRACT

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



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



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		third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Entity's country.
7. Performance Security	7.1	Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Entity the performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	7.3	The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Entity and shall be in one of the following forms: a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Entity's country, in the form provided in the bidding documents or another form acceptable to the Procuring Entity; or b. a cashier's or certified check.
	7.4	The performance security will be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
8. Inspections and Tests	8.1	The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. SCC and the Technical Specifications specifies inspections and tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	8.2	The inspections and tests may be conducted on the premises of the Supplier or, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
	8.3	Should any inspected or tested Goods fail to conform to the



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		Specifications, the Procuring Entity may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Entity.
	8.4	The Procuring Entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Entity's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Entity or its representative prior to the goods' shipment from the country of origin.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
9. Packing	9.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Entity.
10. Delivery and Documents	10.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
	10.2	Documents to be submitted by the Supplier are specified in SCC.
11. Insurance	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility.
12. Transportation	12.1	The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring Entity's country, transport to such place of



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		destination in the Procuring Entity's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
13. Incidental Services	13.1	<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">a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;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; ande. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	13.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
14. Spare Parts	14.1	<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">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; andb. in the event of termination of production of the spare parts:<ul style="list-style-type: none">h. advance notification to the Procuring Entity of the



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		<p>pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements;</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. Warranty	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for such months and years as specified in Special Conditions of Contract months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
	15.3	The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.
	15.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.
16. Payment	16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	16.2	The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations



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		stipulated in the Contract.
	16.3	Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
	16.4	The currency of payment is Pak. Rupees.
17. Prices	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring Entity's request for bid validity extension, as the case may be.
18. Change Orders	18.1	The Procuring Entity may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following: 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.
19. Contract Amendments	19.1	Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20. Assignment	20.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.
21. Subcontracts	21.1	The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or



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		obligation under the Contract.
	21.2	Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Supplier's Performance	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
	22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	22.3	Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	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.
24. Termination for Default	24.1	The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity



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		<p>pursuant to GCC Clause 22; or</p> <p>b. if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>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.</p> <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	In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	25.2	For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	25.3	If a Force Majeure situation arises, the Supplier shall



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		<p>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>
26. Termination for Insolvency	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>
27. Termination for Convenience	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> <ul style="list-style-type: none">a. to have any portion completed and delivered at the Contract terms and prices; and/orb. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
28. Resolution of Disputes	28.1	<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 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</p>



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		agreed manner and/or arbitration.
29. Governing Language	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30. Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring Entity's country, unless otherwise specified in SCC.
31. Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.



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PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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



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PART TWO SECTION I. INVITATION FOR BID (IFB)

Date: 17th August 2021



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



No: KPFS&HFA/AD(Pro)/08/2021-04

**INVITATION FOR BID FOR SUPPLY OF FOOD TESTING EQUIPMENT FOR MOBILE
TESTING LABORATORY**

Sealed bids are invited under Single Stage-Two Envelope procedure from eligible bidders/firms/ companies for **“Supply of Food Testing Equipment for Mobile Food Testing Laboratory”** noted in the table below:

Sno	Equipment / Kits	Date & Time of Closing of Bids	Date & Time of Technical Opening of Bids
1	Ultrasonic Milk Analyzer	Time 11:00 AM dated 10th September 2021	Time: 12:00 PM Noon dated 10th September 2021
2	Strip Reader for Afla M1 and Antibiotics		
3	a) Antibiotics and b) Afla M1 Strips		
4	Pocket Swab Reader with Kits		
5	Kit for Arsenic detection in Water		
6	Kit for Multiple Chemical Parameters in Water		
7	Digital Benchtop Butyro Refractometer		
8	Rapid Moisture Analyzer		
9	Handheld Refractometer (Sugar)		
10	Portable pH Meter		
11	Turbidity Meter/Salinity/DO Meter		
12	TDS Meter		
13	Cooking Oil Tester		
14	Digital Thermometer / Hygrometer		
15	Analytical Balance		
16	<i>E. coli</i> / Total Coliform detection kit for water samples		
17	Milk Adulteration Kit		
18	Bunsen Burner with Foot-Pedal		
19	Laboratory Accessories, Glassware		
20	Micropipettes with Compatible Tips a) 10-100ul		



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Sno	Equipment / Kits	Date & Time of Closing of Bids	Date & Time of Technical Opening of Bids
	b) 100-1000ul		
21	Digital Small Incubator		
22	Dip-Slides for Beverages / Hygiene Monitoring / Liquids Microbiology		
23	Laptop		
24	Printer		
25	Digital Burette		
26	Refrigerator		

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

Bids complete in all respects must reach to the Office of undersigned on bid closing time till **11:00 AM** date **10th September 2021** and must be accompanied by a bid security of @2% of the total bid quoted 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. All the bids received before closing time & date will be opened on the same day after one hour at **12:00 Noon** dated **10th September 2021** in the presence of the bidders.

Assistant Director (Procurement)
Khyber Pakhtunkhwa Food Safety & Halal Food Authority
Ground Floor, New C&W Building, Khyber Road, Police Lines,
Peshawar
Tel#: 091-9212959



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SECTION II. BID DATA SHEET



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BID DATA SHEET

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

Introduction	
ITB 1.1	The Procuring Entity is Khyber Pakhtunkhwa Food Safety & Halal Food Authority.
ITB 1.1	Budget allocated to Khyber Pakhtunkhwa Food Safety & Halal Food Authority for the Year 2021-2022 in respect of ADP Scheme "1160/210403" and provision of additional funds under Grant No. "002, NC 21002 (002)" for Establishment of Mobile Food Testing Laboratories.
ITB 1.1	Procurement of Food Testing Equipment for Establishment of Mobile Food Testing Laboratories.
ITB 4.1	The Procuring Entity is Khyber Pakhtunkhwa Food Safety & Halal Food Authority (KP-FS&HFA).
ITB 6.1	Name: Khalid Rahim Designation: Assistant Director (Procurement) Department: Khyber Pakhtunkhwa Food Safety & Halal Food Authority Address: Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar Tel# 091-9212959 Toll Free# 0800-37432 Email: info@kpfsa.gov.pk
ITB 8.1	Language of the bid is English .
	Bid Price and Currency
ITB 11.2	The price quoted shall be Pakistani Rupees (Rs)
ITB 11.5	The Price shall be fixed
Preparation and Submission of Bids	
ITB 13.2	Documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted: <ul style="list-style-type: none">(i) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder:(ii) is incorporated in the country of manufacture of the Goods(iii) has been licensed by the regulatory authority in the country of manufacture to supply the Goods;(iv) has manufactured and marketed the specific goods covered by this bidding document, for at least two (2) years, and for similar Goods for at least five (5) years; That, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, <ul style="list-style-type: none">(i) that the Bidder has been duly authorized by a manufacturer of the Goods that meets the criteria under (i) above to supply the Goods in the



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	<p>Purchaser's Country; and</p> <p>The Bidder shall also submit the following additional information:</p> <ol style="list-style-type: none">copies of its audited financial statements for the past three fiscal years;details of on-site quality control laboratory facilities and services and range of tests conducted (<i>if any</i>)
ITB 13.3 (d)	<p>Qualification requirements:</p> <ol style="list-style-type: none">Certificate of Incorporation in Procuring Entity's country.Manufacturer's authorization(s) (Such authorization letter shall be furnished in accordance to the sample format of bid document).The bidder(s) must provide copy of Bidder's Certificate of Incorporation/ registration signed and stamped.The bidder(s) shall provide National Tax No. and Sales Tax No. The bidder should be on Active Taxpayers List (ATL) on FBR.Bidder(s) must provide an Affidavit on judicial stamp paper of Rs. 100/- or more that:<ol style="list-style-type: none">Bidder is not blacklisted by any Public Sector Organization.The bidder should have an average annual turnover in the last three years equal to or more than the Total Bid Price. Alternately, the bidder should have successfully completed in the last three years any specific project having value equal to or higher than the total Bid Price.Bid Validity period of 90 days.Submission of required amount of earnest money. A confirmation to this extent shall be provided in Technical Bid. <p>Bidder(s) shall furnish, as part of its bid (along with Bid Forms & Price Schedule) the following documentary evidence to proof Bidder's qualifications to perform the Contract</p> <ol style="list-style-type: none">The bidder must provide documentary evidence for his past experience in the shape of purchase orders/ contract agreements containing description of work, value of contract, date of completion and clients' satisfaction certificates.
ITB 15.1	<p>Amount of bid security:</p> <p>The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money 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"</p>
ITB 16.1	<p>Bid validity period:</p> <p>90 Days from the date of Technical Bid Opening.</p>
ITB 17.1	<p>Number of copies: One Copy in addition to Original Bid</p>
ITB 18.2 (a)	<p>Address for bid submission:</p> <p>Directorate General Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar.</p>
ITB 18.2 (b)	<p>IFB title and number:</p>



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	<p>IFB Title: Procurement of Food Testing Equipment for Establishment of Mobile Food Testing Laboratories.</p> <p>IFB No: KPFS&HFA/AD(Pro)/08/2021-04</p>
ITB 19.1	<p>Deadline for bid submission: Date: 10th September 2021 Time: 11:00 AM</p>
ITB 22.1	<p>The Technical bid opening will take place in the Conference Room of:</p> <p>Name: Khyber Pakhtunkhwa Food Safety & Halal Food Authority</p> <p>Building: New C&W Building</p> <p>Floor: Ground Floor</p> <p>Street Address: Khyber Road, Police Lines</p> <p>City: Peshawar</p> <p>Bid Opening Date: 10th September 2021</p> <p>Bid Opening Time: 12:00 PM</p>
Bid Evaluation	
ITB 25.3	<p>Evaluation and Comparison of Bids:</p> <ol style="list-style-type: none">Technical SpecificationsPerformance SpecificationsEvaluation CriteriaFinancial Proposal
ITB 25.4 (a)	One option only:
ITB 25.4 (b)	Delivery schedule: Not Applicable
Option (i)	Not Applicable
ITB 25.4 (c)	Deviation in payment schedule.
(ii)	Annual interest rate. Not Applicable
ITB 25.4 (d)	Cost of spare parts. Not Applicable
ITB 25.4 (e)	Service facility in Khyber Pakhtunkhwa province: Successful supplier will be required to provide after Sale Service beyond the period of warranty. Successful supplier will ensure 95% uptime during such time.
ITB 25.4 (f)	Operating and maintenance costs. Not Applicable
ITB 25.4 (g)	Performance and productivity of equipment. Not Applicable
ITB 25.4 (h)	Evaluation of Bids will be based on following factors:



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	<ol style="list-style-type: none">a. Product Qualityb. Compliance/Conformity with Technical and Performance requirementsc. Compliance with Product Performance and Productivityd. Sample Evaluatione. Delivery Periodf. Warranty Provisionsg. Company's / Bidders capacity and Capability<ol style="list-style-type: none">i. Financial Capabilities
ITB 28.1	<p>Award Criteria:</p> <p>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.</p> <p>Highest Ranking fair bid is the bid i.e Substantively responsive and Ranks 1st based on achieving highest combined Technical & Financial Evaluations Scores.</p>
ITB 29.1	<p>The Procuring Entity reserves the right at the time of contract award to increase or decrease, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.</p>
ITB 33.1	<p>Performance Security: 10% of the total price of award of contract or as desired by the Procuring Entity at the time of contract</p>



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SECTION III. SPECIAL CONDITIONS OF CONTRACT



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SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Definitions (GCC Clause 1)

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

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

GCC 1.1 (i)—The **Supplier** supplying Goods and Services under this Contract is: Original Manufacturer or Authorized 3S Dealer of the Original manufacturer. Proprietorship of a well-established Authorized dealer of the original manufacturer / 3S automobile dealership.

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

2. Country of Origin (GCC Clause 3)

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

3. Performance Security (GCC Clause 7)

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

- a) Before the opening of the Financial Bid, immediately after the opening of technical bid, The Procuring Entity requires production and presentation of samples representing the offered Goods and Related services. The bidder shall arrange for demonstration of offered items within the period specified by the Procuring Entity, for verification and scoring technical bids. The bidder may be prepared to do so by keeping one sample unit of the same make/model accessories ready at his/her disposal.
- b) If Bidder fails to provide such Goods for presentation, or fails to demonstrate the technical specification or performance of the items to the satisfaction of the technical committee or the Procuring Entity the Bidder's Proposal may be rejected by the Procuring Entity in its sole discretion and their financial bids will be returned unopened.
- c) Procuring Entity reserves the right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Procuring Entity during sample evaluation as mentioned above.
- d) Samples of the quoted products, must be furnished free of charge and in a timely manner. The Procuring Entity will inspect and examine carefully, samples supplied by bidders. However,



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Procuring Entity will hold no responsibility for compensation for samples lost or destroyed during demonstration process.

- e) Samples will be returned to immediately after demonstration process/ sample evaluation.
- f) Inspection and tests include but is not limited to:
 - Examine the original documents related to the fitness of the material of immediate container/s for storage and / or dispensing of the quoted Goods/ item/s, e.g., Certificate of Analysis, invoice, etc. of the material/s used in manufacturing.
 - The bidder will be disqualified for competition, if Procuring Entity declare that the bidder did not meet the mandatory requirements for qualification at the time of inspection as mentioned in **Section V. Technical Specifications**
 - Goods/ items will be examined and / or tested by Procuring Entity in a manner as deemed relevant and appropriate (including testing at specialized bodies). No claim for Goods/ items tested for quality will be entertained, costs of tests will be incurred by respective bidder.

5. Packing (GCC Clause 9)

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

6. Delivery and Documents (GCC Clause 10):

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

- i Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- ii Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iii The Suppliers, in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods which is maximum 30 days from the date of announcement of successful bidder signing of this contract. The details of original documents to be furnished by the Supplier are as follows;



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- iv Operational Manuals of the Equipment.
- v Service Manuals indicating step by step service / maintenance protocols of each Equipment.
- vi Periodic Preventive Maintenance schedules with recommended list of Parts / Kits to be replaced during useful life.
- vii A copy of Test / Inspection Procedure Manual of all equipment as duly recommended by the manufacturer. At the time of sample provision or at the time of final delivery the bidder may be required to perform all or any combination of random checks.
- viii Product model and part numbers, bar code (If available) and Catalogue.
- ix Traceable Certificate of calibration of Equipment / item must be provided.
- x Legible certificate indicating shelf life
- xi Copies of the packing list identifying contents of each package;
- xii Insurance certificate;
- xiii Manufacturers or Supplier's warranty certificate;
- xiv Inspection certificate, issued by the nominated inspection Entity, and the Supplier's factory inspection report; and
- xv 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)

A list of recommended Spare Parts that usually require replacement over the life of proposed equipment / item must be separately provided. This requirement does not constitute any obligation for purchase of such spare parts.

10. Warranty (GCC Clause 15)

Execution of Warranty

Maintenance during warranty period will be the responsibility of the manufacturer / their authorized agent. An annual optimal uptime of 95% is considered as acceptable level of performance during the period of warranty.

Bidder/ Manufacturer will warrant that warranty for replacement of parts and equipment will be provided; no repairing warranty will be accepted.



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The Procuring Entity shall promptly notify the bidder / manufacturer in writing of any claims arising under this warranty.

Upon receipt of such notice, the Bidder / Manufacturer 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.

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

Bidder will be bound to provide replacement of parts warranty instead of repair.

Manufacturer will guarantee the availability of spare parts and accessories for the system for the useful life of the equipment as specified by bidder in financial proposal.

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

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

An **“Optimal Percentage”** will be calculated by dividing **“System in Service”** hours by hours available, both measured on the basis of working hours as detailed below.

Uptime is defined as the time available to the user for doing procedures / data acquisition and processing during working hours throughout the useful life of equipment.

The successful bidder will guarantee to provide 95% uptime of all the systems during warranty and subsequent Service Level Agreement (**SLA**). In case of failure to do so, proportionate warranty period in days will be added in the already provided warranty as per below details (1 Year = 365 Days):

- 100% - 95% No Penalty
- 95% - 90% The warranty period will be extended by adding (5% days of the total days of warranty provided).
- 90% - 80% The warranty period will be extended by adding (10% days of the total days of warranty provided).



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- Below 80% The warranty period will be extended by adding (20% days of the total days of warranty provided).

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

Down time will start when the Assistant Director (Procurement) or any other individual of the procuring entity, verbally or in writing inform the bidder regarding failure of equipment.

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

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

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

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

- The Bidder warrants that the goods are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Bidder by Procuring Entity, are of current manufacture and are of even quality and free from defects in design, workmanship, material and manufacture;
- If the Bidder is not the original manufacturer of the goods, the Bidder shall provide Procuring Entity with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;
- The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
- The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- The goods are new and unused, unless procurement of used goods is approved in advance in writing by Procuring Entity;



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- All such warranties for the goods shall remain in effect for a period specified in or for such other longer period that the original manufacture or authorized dealer of original manufacturer Bidder normally provides for such goods or a longer period agreed upon in this Contract after the goods are placed in use (the “Warranty Period”);
- During any period in which the Bidder’s warranties are effective, upon notice by Procuring Entity that the Equipment/ items do not conform to the requirements of the Contract, the Bidder shall promptly and at its own expense correct such non- conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse Procuring Entity for the purchase price paid for the defective goods. In the event the Bidder fails to repair or replace defective or non-conforming goods within a reasonable time, Procuring Entity may replace or repair the goods and charge or debit the Bidder for all costs connected therewith or, if such replacement or repair is not practicable.
- The Bidder shall remain responsive to the needs of Procuring Entity for any services that may be required in connection with any of the Bidder’s warranties under the Contract.
- For goods ordered, the Bidder shall provide or maintain a Service Level reasonably constituted to handle requests from Procuring Entity or its Members or other ultimate beneficiaries for technical assistance on maintenance, service repairs, and calibration of the Equipment/ item.
- The Bidder shall, in addition, comply with the guarantees associated with the performance and/or conformance specifications specified under the Contract. If, for reasons attributable to the Bidder, these guarantees are not attained in whole or in part, the Bidder shall, at its discretion, either:
 - a) Replace the equipment/ item in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance / conformance tests in accordance with GCC Clause 10, Or
 - b) pay liquidated damages to the 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.

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



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

- i. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements in accordance with the Price Schedule, the amount against the delivered goods and services or such other sum as may become payable under the provisions of this Contract.
- ii. A copy of General Sales Tax ('GST') Invoice showing the amount of sales tax, must be submitted along with the Invoice. In case, GST is not applicable, the Supplier shall provide the documentary evidence to the said effect.
- iii. Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.
- iv. All payments to the Supplier shall be made as per following schedule, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities:
- v. 100% payment shall be made as a one-time payment after the delivery, installation inspection and Acceptance Certificate issued by the Procuring Entity.
- vi. In case of an import, payment of local currency portion shall be made in Pak Rupees within thirty (30) days of presentation of claim supported by a Certificate from the Purchaser declaring that the Goods have been delivered and accepted and that all other contracted Services have been performed.

11. Prices (GCC Clause 17)

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

12. Subcontracts (GCC Clause 21)

Subcontracts are not allowed.

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)



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

16. **Applicable Law (GCC Clause 30)**

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

- **The Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012**
- **Khyber Pakhtunkhwa Procurement of Goods, Works & Services Rules 2014**
- **The Arbitration Act 1940**
- **The Contract Act 1876**
- **The Employment of Children (ECA) Act 1991**
- **The Bonded Labor System (Abolition) Act of 1992**
- **The Factories Act 1934**

17. **Notices (GCC Clause 31)**

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

Telephone(s): +92-91-921295

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



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SECTION IV. SCHEDULE OF REQUIREMENTS



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SCHEDULE OF REQUIREMENTS

Technically Qualified Bid will be the bid which substantially responsive and achieves minimum required technical score to qualify for Financial Evaluation. Bidders are required to complete **“TECHNICAL SPECIFICATIONS COMPLIANCE FORMAT”** at **(Appendix-I)** and submit it as an essential element of the bid document supported by an evidence. In case of Non-compliance **“Zero”** score will be awarded.

Sno	Equipment / Kits	Performance / Determination	Delivery Date
1	Ultrasonic Milk Analyzer	Estimation of milk nutrients along with Fat, SNF, Protein, Total Solids, Lactose, Freezing Point, Temperature, Calories 3-point calibrations (Cow, Buffalo and Mix Milk) Measurement time: up to 60 seconds Various types of milk, e.g. full cream milk, skim milk, cream etc. can be analyzed Sample throughput: up to 40 samples per hour or Equivalent Measurement Parameters: Fat, Proteins, Lactose, SNF, Density, Added water content, pH, Freezing point, Salts, Temperature of milk Parallel interface for printer attachment. Serial port for PC connection.	Within Forty-Five (45) days from issuance of Purchase Order
2	Strip Reader for Afla M1 and Antibiotics	Reader for Afla M1 and Antibiotic detection strips in milk. Certified Method/Principle of working. Calibration set up with all other accessories	Within Forty-Five (45) days from issuance of Purchase Order
3	a) Antibiotics and b) Afla M1 Strips	Aflatoxin M1 Detection Strip Antibiotic Detection for 4 Antibiotics in 1 strip Determination in dairy samples	Within Forty-Five (45) days from issuance of Purchase Order
4	Pocket Swab Reader with Kits	Check microbial load of workplaces, hands of worker and utensils	Within Forty-Five (45) days from issuance of Purchase Order
5	Kit for Arsenic detection in Water	Onsite determination of Arsenic in water	Within Forty-Five (45) days from issuance of Purchase Order
6	Kit for Multiple Chemical Parameters in Water	Onsite determination of various chemicals in water	Within Forty-Five (45) days from issuance of Purchase Order



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7	Digital Benchtop Butyro Refractometer	To check the adulteration in butter, Desi ghee, and cream through refractive index	Within Forty-Five (45) days from issuance of Purchase Order
8	Rapid Moisture Analyzer	Determination of moisture in dry products	Within Forty-Five (45) days from issuance of Purchase Order
9	Handheld Refractometer (Sugar)	Determination of Brix % in Juices, drinks, jams & squashes	Within Forty-Five (45) days from issuance of Purchase Order
10	Portable pH Meter	Determination of pH of liquid products	Within Forty-Five (45) days from issuance of Purchase Order
11	Turbidity Meter/Salinity/DO Meter	Determination of multiple physical properties	Within Forty-Five (45) days from issuance of Purchase Order
12	TDS Meter	Determination of total dissolved solids	Within Forty-Five (45) days from issuance of Purchase Order
13	Cooking Oil Tester	Determine rancidity of frying oil	Within Forty-Five (45) days from issuance of Purchase Order
14	Digital Thermometer / Hygrometer	Determine Temperature / Humidity	Within Forty-Five (45) days from issuance of Purchase Order
15	Analytical Balance	Weight measurement of samples	Within Forty-Five (45) days from issuance of Purchase Order
16	<i>E. coli</i> / Total Coliform detection kit for water samples	Determination of fecal contamination in water	Within Forty-Five (45) days from issuance of Purchase Order



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17	Milk Adulteration Kit	Determination of chemical adulterants in Milk	Within Forty-Five (45) days from issuance of Purchase Order
18	Bunsen Burner with Foot-Pedal	Heat the samples during analysis	Within Forty-Five (45) days from issuance of Purchase Order
19	Laboratory Accessories, Glassware	Testing glassware's like beakers, test tubes, cylinders and wash bottles	Within Forty-Five (45) days from issuance of Purchase Order
20	Micropipettes with Compatible Tips a) 10-100ul b) 100-1000ul	Liquid handling and dispensing	Within Forty-Five (45) days from issuance of Purchase Order
21	Digital Small Incubator	To incubate samples for microbiology in water or food	Within Forty-Five (45) days from issuance of Purchase Order
22	Dip-Slides for Beverages / Hygiene Monitoring / Liquids Microbiology	For determination of microbial population in liquids, surfaces, food etc.	Within Forty-Five (45) days from issuance of Purchase Order
23	Laptop	For record keeping and report typing	Within Forty-Five (45) days from issuance of Purchase Order
24	Printer	Printing of report	Within Forty-Five (45) days from issuance of Purchase Order
25	Digital Burette	Delivery of liquids with precision	Within Forty-Five (45) days from issuance of Purchase Order
26	Refrigerator	For storage of samples	Within Forty-Five (45) days from issuance of Purchase Order



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GENERAL REQUIREMENTS

1. Successful bidder will be required to provide Training to staff regarding method development, usage and complete operation of instrument.
2. All equipment must be capable of Application Programming Interface (API) based connectivity with Procuring Entity's MIS and database through internet using WIFI or Ethernet.
3. The item should be new, and the bidder will ensure originality of the procurement channel as well as the item.
4. The firm shall have office/ sales service center in Khyber Pakhtunkhwa Province, all divisional headquarters (preferably), through which the successful Supplier is able to provide after sale services to the Procuring Entity.
5. Equipment / Items, Strips, Swabs, Consumables etc. must be of fresh production, with a minimum of 85% of the shelf life upon manufacture remaining at the time of delivery.
6. Successful Supplier shall ensure to complete the supply of the Goods/ items at the earliest but not later than as specified in **Schedule of Requirements**.
7. Payment will be released after complete & successful delivery and acceptance of all vehicles by Procuring Entity and upon the issuance of satisfactory inspection report.
8. Conditional Bids will be disqualified.
9. The bidders should clearly mention Terms and Conditions of service agreements for the supplied vehicles after the expiry of initial warranty period.
10. Please mention the country of origin / manufacturing / assembly of the quoted brand / model

APPENDIX-I TECHNICAL SPECIFICATIONS

I. Ultrasonic Milk Analyzer

- Quick analyses of milk and liquid dairy products as: Cow milk, UHT milk, Sheep milk, Goat milk, Buffalo milk, Camel milk, Whey, Cream (up to 45%), Skimmed milk (0,01% FAT, Ice-cream mixtures, Concentrated milk (up to 1160 kg/m³), Yogurt, Flavoured milk, Recovered milk.
- Each unit will be delivered with 3 calibrations (standard are sheep, cow and UHT milk)
- Two pumps. One for aspiration of sample and the second one for automatic cleaning.
- Direct measurement of cold milk samples, starting at 5°C
- No need of periodical calibration
- The measurement accuracy is not dependent on milk's acidity
- High-end ultrasonic technology for analyzing any kind of milk
- Dimensions 100x223x216 mm (WxLxH)
- Weight: < 3 kg



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- Power: Input 100-240V ~1,6 A max, 50/60 Hz, Output +12V 4.17A min
 - The following Parameters can be measured from the Ultrasonic system:
 - Fat, Solid-non-fat (SNF), Density, Protein, Lactose, Milk sample temperature, Added water, Salts, Freezing point
 - The following Parameters can be measured from integrated systems:
 - pH (together with an electrode), Conductivity, Inhibitors
1. Parameter Measuring range Accuracy
 2. Fat from 0,01% to 25% \pm 0.1% (option 45 %)
 3. SNF (Solids-non-fat) from 3% to 15% \pm 0.15%
 4. Density from 1015 to 1140 kg/m³ \pm 0.3 kg/m³ (option 1160 kg/m³)
 5. Protein from 2% to 7% \pm 0,15%
 6. Lactose from 0.01% to 6% \pm 0.15
 7. Added Water content from 0% to 70% \pm 3.0%
 8. Temperature of milk from 1°C to 40°C \pm 1°C
 9. Freezing point from -0,4 to -0,7°C \pm 0.001°C
 10. Salts from 0,4 to 1,5% \pm 0.05%
 11. pH from 0 to 12 \pm 0,05%
 12. Total solids from 0 to 50 % \pm 0,17% Option
- Conductivity from 3 to 14 (mS/cm) \pm 0,05%
 - Warranty: Minimum One (01) Year Full Warranty for replacement of Spare Part.

2. Strip Reader for Afla MI and Antibiotics:

Reader for Afla MI and Antibiotic detection strips in milk.

Certified Method/Principle of working.

Calibration set up with all other accessories

- Instrument intended for the food safety industry testing use
- Must read the results both quantitatively and qualitatively with online test and single machine test mode options.
- The calculations should be pre-stored in the instrument, the standard curves for different testing items and samples can be read by scanning the IC card or the QR code.
- The testing results can be printed out through the printers installed in the instrument or imported into the computer for long term storage or data tracing purpose.
- Principle of Operation: Reflection Spectrophotometry

Technical Specifications

- Power Requirements: Input 100-40V AC, 50-60Hz. Output 12V, 3A
- PC Connection: USB Port
- Speed: Reads the cassette in approximately 4 seconds
- Cassette Transport: Stepper motor



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- USB port: USB cable provided
 - Enclosure: Plastic enclosure
 - Dimensions: 21x21.3x15cm
 - Weight: 2.5kg
 - Operating Temperature: 15 to 35°C
 - Humidity: Between 10% and 85% non-condensing
 - Storage Temperature: 10 to 50°C
 - Altitude: 2000m maximum
-

3. Incubator with Kits

For antibiotics determination in milk through quantitative strips (Beta-Lactams and Tetracycline family) Provide separate incubator or any other accessories required for antibiotics testing. Training of two employees

Antibiotics / Aflatoxin MI Kits

• **Antibiotics Determination Kit in Milk**

Application: Beta-lactams & Tetracyclines & Chloramphenicol & Streptomycin Rapid Control

- Penicillin G - 1-2 mkg /dm³ Chloramphenicol – 0,3 mkg /dm³
- Tetracycline - 7-10 mkg /dm³ Streptomycin - 50 mkg /dm³
- Analysis time: 10 minutes
- Possibility of analysis without incubator
- Bright and clear strips
- Quantitative results using reader
- GOST R Certificate of Conformity (GOST 32219-2013 No. ROSS CN.HA34.H08590)

a) **Aflatoxin MI Determination in Milk**

- The kit is used for detecting Aflatoxin MI in raw, pasteurized, sterilized, reconstituted milk powder, milk whey, reconstituted milk powder whey
 - Aflatoxin MI 0.2 – 0.3ppb
-

4. **Swab Reader Plus Kits:**

To check the presence of bacteria qualitatively. Having certified Method/Principle of working. Calibration set up with all other accessories (1 packet = 1000 swabs). Training to staff regarding method development, usage and complete operation of instrument

- Luminometer for 2nd Generation ATP Monitoring for total microbial load analysis along with Deposit & Surface Analysis Complete Testing Kit including swabs and reagents.
 - Can be operated through PC and Android App.
-

5. **Kit for Arsenic Detection in Water:**

- With reagents and supplies all with the kit
- Can Detects: 0.0, 0.010, 0.025, 0.050, 0.1, 0.2, 0.3, 0.5, 1.0 ppm (mg/L)



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- Arsenic testing kit reports accurate results for Inorganic Arsenic in 12 minutes.
-

6. **Kit for Multiple Chemical Parameters in Water:**

- Total Hardness, Free chlorine, Iron, Copper, Lead, Nitrate, Nitrite, Total Alkalinity and pH
 - Standard values as per WHO Guidelines
 - Colorimetric
-

7. **Digital Butyro Refractometer:**

Measurement range: Butyro 30.0 to 90.0 RI 1.4450-1 to 1.4850 (Converted at 40°C)
Minimum indication: Butyro RI 0.1 and RI .4450-1 to 1.4850 (Converted at 40°C)
Minimum indication: Butyro RI 0.1 and RI 0.0001
Measurement Accuracy: Butyro + 0.5 (at 40°C) RI + 0.0003 (at 40°C)
Measurement Temperature: 10 to 60°C or above (Automatic Temperature Compensation)
Must Provide CRM (Certified Reference Method) along with equipment.

Sample Volume: 0.1ml or more

Power supply: Battery operated should be water resistant

All accessories along with calibration standard should be provided. Training to staff regarding method development, usage and complete operation of instrument.

Measuring range

Refractive index ND: 1.3000-1.7000

Brix BX – TC: 0-95 %

Brix BX: 0-95 %

Measuring accuracy

Refractive index ND: ± 0.0002

Brix BX – TC: ± 0.1 %

Brix BX: ± 0.1 %

Temperature

Temperature displaying range : 0-50°C

Correcting range of BX versus temperature : 15-45°C

Weight (kg) : 10,0

Dimensions (mm) : 330x180x380

Training to staff regarding method development, usage and complete operation of instrument.

8. **Rapid Moisture Analyzer:**

- Range of moisture measurement, % 0 - 100
- Standard deviation, % not more than ± 0,2



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- Range of deviations, depending on the analyzed material, % from + 0,2 to + 1,5
- Range of temperature settings in working conditions, °C 70 - 160
- Deviation in setting and maintaining temperature working modes, °C ± 2,0
- Indication of manufacturer's result in the digital form, % of discontinuity, % 0,01
- Analyzed sample weight range, mg 2000 -10 000
- Time of heating and preparation for work, min. not more than 30
- Service life, years not less than 8
- Mean-time-between-failures, hours not less than 2000

Training to staff regarding method development, usage and complete operation of instrument.

9. DIGITAL HAND REFRACTOMETER

- With Automatic Temperature Compensation (ATC), large backlit color TFT display, multi-scale, dual temperature conversion
- Dimensions: 145x67x38 mm, batteries included (AAA, 2 pcs.)
- Range: 0-95 % Brix
- Resolution: 0,1% Accuracy: ± 0,5 %
- Refractive Index: 1.3330 - 1.5400
- Resolution: 0,0001 Accuracy: ± 0,0005

10. pH Meter:

- Large display screen - displays pH and temperature at the same time
- 1-, 2- or 3-point calibration, with automatic buffer recognition of US and NIST buffer sets
- Readings are automatically compensated for temperature (ATC)
- Electrode efficiency display
- Replaceable electrode module ensures extended usefulness
- IP67 water-tight housing
- Auto power off after 10 minutes of inactivity
- Battery life over 200 hours
- Modes : pH, °C
- Ranges : pH 0 to 14 pH Temp.-9,9...99,9 °C
- Resolution : pH 0,01 pH Temp. 0,1 °C
- Accuracy : pH± 0,02 pH ± 1 digit Temp.± 0,3 °C ± 1 digit
- Temperature compensation : Auto from -9,9 to 99,9°C
- pH buffer recognition : US (pH 4,01, 7,00 10,01) NIST (pH 4,00, 6,86, 9,18)
- Buffer temp range : 0,0 - 60 °C



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- Input impedance : > 1012 ohms
- pH calibration : 1-, 2- or 3-point calibration
- pH electrode offset recognition : $\pm 90\text{mV}$ at pH 7,00 $\pm 98,3\text{mV}$ to $-81,7\text{mV}$ at pH 6,86
- pH electrode slope recognition : $\pm 30\%$ at pH 4,00; 4,01; 9,18 and 10,01

11. Turbidity Meter Digital:

- Two channel measurement allows measuring pH/ORP and Conductivity/TDS/ Salinity simultaneously.
- Up to 5-point calibration for pH and one-point calibration for conductivity.
- Automatic or manual temperature compensation.
- Automatic buffer recognition (NIST and USA).
- Bluetooth function to connect to smartphone, tablets or PC When the unit is connected to a Bluetooth device, the user can store data into the device that meets GLP requirements.

Conductivity K = 0,475

Range	Resolution	Accuracy
0,0 to 475 $\mu\text{S}/\text{cm}$	0,1 $\mu\text{S}/\text{cm}$	$\pm 1\%$ of reading +2 $\mu\text{S}/\text{cm}$
475 to 4750 $\mu\text{S}/\text{cm}$	1 $\mu\text{S}/\text{cm}$	$\pm 1\%$ of reading +5 $\mu\text{S}/\text{cm}$
4,75 to 47,50 mS/cm	0,01 mS/cm	$\pm 1\%$ of reading +0,05 mS/cm
47,5 to 200,0 mS/cm	0,1 mS/cm	$\pm 2,5\%$ of reading +0,5 mS/cm

Conductivity K = 0,1

Range	Resolution	Accuracy
0.00 to 99,99 $\mu\text{S}/\text{cm}$	0,01 $\mu\text{S}/\text{cm}$	$\pm 1\%$ of reading
100 to 200 $\mu\text{S}/\text{cm}$	0,1 $\mu\text{S}/\text{cm}$	$\pm 1\%$ of reading

TDS

Range	Resolution	Accuracy
0,001 mg/l to 200,0 g/l	0,001/0,01/0,1/1 mg/l	$\pm 0,5\%$ Full Scale 0.01/0,1 g/l

Salinity Range

Range	Resolution	Accuracy
0.0 to 80,0 ppt	0,1 ppt	$\pm 0,5\%$ Full Scale

pH Range

Range	Resolution	Accuracy
-2,00 to 16,00 pH	0,01 pH	$\pm 0,01$ pH

mV Range

Range	Resolution	Accuracy
-1999,9 to 1999,9 mV	0,01 mV	$\pm 0,05\%$ Full Scale

Temperature Range

Range	Resolution	Accuracy
-10,0 to 120,0 $^{\circ}\text{C}$	0,1 $^{\circ}\text{C}$	$\pm 0,4^{\circ}\text{C}$

pH buffer recognition:	US (1,68 4,01, 7,00, 10,01, 12,46 or NIST (1,68, 4,00, 6,86, 9,18, 12,46)
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mV Offset:	±150 mV
pH calibration:	Up to 5 points
Conductivity Calibration:	1 point in each range
ATC:	Auto / manual 0,0 to 120°C
Input impedance:	>3x10 ¹² ohms
Temperature sensor:	Thermistor, 10K ohms at 25°C
Memory	When the unit is connected to a Bluetooth device, the user can store data into the device that meets GLP requirements
pH electrode connection:	BNC
Conductivity cell connection:	6 PIN connector
Connectivity:	Bluetooth

12. TDS Meter

Conductance Range:	0.1µS-450mS
Resolution:	0.001
Accuracy:	± 0.5% - 1%
Memory:	1000 sets, most recent calibration data
Power/battery:	Battery Operated may also operate on power
Display:	white backlight liquid crystal Protection
Class:	IP67 Must compliant the good laboratory practices (EN)
USB interface for simple data export to PC Printer	
Must Provide CRM (Certified Reference Method) along with equipment. or Equivalent to above Specification	

13. Cooking Oil Tester / Testometers for Oil Testing:

- **Temperature - PTC**

Measuring range	104° to 392 °F / +40 to +200 °C
Accuracy	±2.7 °F / ±1.5 °C
Resolution	0.1 °F / 0.1 °C

- **TPM - Capacitive**

Measuring range	0.0 to 40.0 % TPM
Accuracy	±2 % TPM (104° to 374 °F) / ±2 % TPM (+40 to +190 °C)
Resolution	0.5 % TPM (104° to 374 °F) / 0.5 % TPM (+40 to +190 °C)

- **General Technical Data**

Operating humidity	0 to +90 %rH
Weight	9 oz. / 255 g
Reaction time	Approx. 30 sec
Dimensions	6.7 x 2.0 x 11.8 ((LxWxH)) / 170 x 50 x 300 ((LxWxH))
Operating temperature	32° to 122 °F / 0 to +50 °C
Housing	ABS / ABS-PC Fiberglass 10%



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Protection class	IP65
Authorizations	CE 2014/30/EU
Length probe shaft	6.89 in. / 175 mm
Length probe shaft tip	1.378 in. / 35 mm
Diameter probe shaft	0.433 in. / 11 mm
Diameter probe shaft tip	0.394 in. / 10 mm
Alarm features	Upper and lower TPM limit value freely adjustable, visual alarm via 3-colour display backlighting (green, orange, red),
Battery type	2 AAA batteries 1.5 V (LR03)
Battery life	at 68°F approx. 25 h continuous operation (corresponds to approx. 500 measurements), without display lighting
Display type	LCD 2 lines Display lighting backlite
Storage temperature	-4° to 158 °F / -20 to +70 °C
Application temperature	104° to 392 °F / +40 to +200 °C

14. Thermometer Digital

DIGITAL WATERPROOF THERMOMETER

- Pocket size, with easy-to-read Jumbo Display
 - Visible 115 mm stainless steel piercing sensor probe IP67 waterproof.
 - Alarm at high-/low temperature
 - Max/Min (°C) Memory recalling.
 - One hour auto shut off with battery, (button cell, 1 pc.)
 - Measuring range: - 50°C to + 300°C
 - Accuracy: ± 1°C in the range of -30° till +150°, otherwise ± 2°C
-

15. Balance Electronic Digital Analytical/ Lab Analytical balance

- Must have programmable multi-functional touch-free sensors for cleanliness, speed and safety
- Must have multiple applications modes plus library for storage of personal application settings
External calibration
- Must support application: Weighing (Multiple units + custom units), parts counting, % weighing, filling, Differential weighing, Density determination, Pipette adjustment, Gross/Net/Tare weighing
- Display must be colored high Resolution
- Construction must be of Metal Base, Acrylonitrile butadiene styrene (ABS) top housing, stainless steel pan, anti-static glass draft shield with flip-top door, replaceable in use cover
- Must have fully automatic internal calibration system
- Must have density determination kit
- Must have four-digit measurement
- Range: 0 to 300g or above
- Readability: 0.01 mg
- max Linearity: ± 0.05 mg



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- Adjustment: Internal or Equivalent
 - Electrical requirements: 9V/500mA, AC adapter included or Equivalent
 - Warranty (Service & Parts): 3 years preferably 5 years along with calibrated standards & parts
-

16. Detection Kit for E. coli and Total Coliforms in Water

- Must be an ISO and APHA approved and listed method
 - Simultaneous detection of Total Coliforms and *E. coli*
 - Results in 18 hours
 - Qualitative, upgradable to MPN (Quantitative)
 - Must detect 1 CFU/100ml
 - Ready-to-Use Media Snap Packs for 100ml water samples
 - Enzymatic Detection of Coliforms through ONPG and MUG compounds
-

17. Milk Adulteration Testing Kit

- To detect most common milk adulterants
 - 17 parameters in two-part kit
 - 50 tests per kit
-

18. Bunsen Burner with Tri-pod stand /Foot Pedal:

Technology Programs :	Microprocessor
Foot pedal:	Standard (flame during pressed foot pedal) Start/Stop timer 60min
Button :	Start-Stop with timer, 60 min
Safety Control System (SCS):	with gas safety cut off: ignition and flame control temperature monitor burner head clogging and assembly monitor (BHC) automatic unit switch off, 4h residual heat display

19. Auto Titrator

Easy installation Maximum precision Equipped with a high-resolution measuring interface that guarantees highly precise results Graphic display with live curve The large display allows for fast and comfortable editing of all the parameters needed for routine operation. After the start, a glance at the live titration curve is all that's needed to keep you informed about the status of the current determination. Supplied with: Wrench, Numerical USB Keyboard, Adapter USB Mini Provide all relevant certificates regarding authenticity. The equipment should warranty be 3 Year's. Training to staff regarding method development, usage and complete operation of instrument or Equivalent to above Specification

20. Laboratory Accessories, Glassware (Pyrex):



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GRADUATED CYLINDER:

Volume: 100 ml, 250 ml, 500 ml, 1000 ml, 2000 ml
Height: 250 mm, 315 mm, 360 mm, 440 mm, 482 mm

FUNNELS:

Diameter: 30 mm, 50 mm, 75 mm, 100 mm
Height: 50 mm, 85 mm, 110 mm, 155 mm

LABORATORY BOTTLES:

Capacity: 250 ml, 500 ml, 1000 ml

ERLENMEYER FLASKS

Volume: 250 ml, 500 ml, 1000 ml
Grad: 50 ml, 100 ml, 200ml

BEAKER

Volume: 250 ml, 500 ml, 1000 ml
Grad: 25 ml, 50 ml, 100 ml
Height: 95 mm, 118 mm, 147 mm

ASPIRATOR BOTTLES

Volume: 5 L, 10 L

TEST TUBE RACKS

Dimension: 246 x 104 x 64 mm
Tube Ø: 16, 20
Capacity: 60, 40

NARROW-NECK / WASH BOTTLES

Volume: 250 ml, 500 ml
Dimensions D-d-H (mm): 63 - 18 – 119, 78 - 18 – 152

21. Digital dispenser

High Precision digital dispenser/Burette
Rapid Volumetric adjustment Range from 0.1 mL to 25 mL or Equivalent
All part should be practically inert and wear resistant

22. Micropipettes with Compatible Tips

- a) 20-200ul
- b) 100-1000ul
- Completely autoclavable at 121°C
- Ergonomic design



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- Tip Ejector, for smooth ejection of the tip*
 - Precise setting of the selected volume ensures accurate aspiration & dispensing of the liquid
 - A Grip made out of TPE (Thermo Plasto Elastomer) prevents transfer of heat to internal components ensuring accurate pipette operation even on continuous use
 - A Good chemical & UV-light resistance
 - Every package includes: Pipettor, manual, quality-certificate, service tool, grease
 - Pipettors are tested acc. to ISO 8655 / DIN 12650 and have been calibrated in an ISO/IEC 17025 accredited laboratory.
 - Manufactured in accordance with ISO 9001:2008 and ISO 13485:2003 quality standards
-

23. Digital Small Incubator

- Volume: 22.5 Litres
 - Operating Temp. Range: Room Temperature +5°C to +80°C
 - Temp. Uniformity: $\pm 0,65$ (37°C)
 - Temp. Fluctuation: $\pm 0,65$ (37°C)
 - Temperature Setting: 0,1°C
 - Ramping Time: 30 min.
 - Timekeeping Time: 99 hours, 59 min, 59 sec.
 - UV Disinfection Power: 6 W
 - Max. Number of shelves: 2 (Two)
 - Internal Dimension: 273 x 300 x 304 mm (L x W x H)
 - External Dimension: 400 x 345 x 463 mm (L x W x H)
 - Weight net: 18 kg
 - Includes 1 stainless steel shelf
-

24. Digital Burettes

Digital burettes use a **high-precision syringe** to deliver precisely measured samples, ensuring accuracy for industrial titrations, environmental fieldwork, general chemistry and wastewater treatment applications. The volume of a digital burette is display on a digital display, eliminating meniscus reading errors.

25. DipSlides for Beverages, Hygiene Monitoring, Liquid Microbiology

- Salmonella
 - Total Count
 - Yeast & Molds
 - Listeria
 - Total Coliforms
 - *E. coli*
-



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26. Laptop:

Intel Core i7 1.8 / 4.9 GHz Processor 10th Gen, 14-inch Anti-glare Full HD Display (1920x1080)
8GB RAM, 512GB SSD, HDMI, Backlit Keyboard

• Series	:	Elitebook® Or Equivalent
• Screen Size	:	14"
• Screen Resolution	:	1920 x 1080
• Operating System	:	DOS
• Generation	:	10th Generation
• Processor Type	:	Intel Core i7
• Processor Speed	:	1.8 GHz
• Processor Turbo	:	4.9 GHz (Up to)
• Processor Cache	:	6 MB
• RAM	:	8GB
• RAM Type	:	DDR4
• HDD Interface	:	SSD
• Hard Disk Capacity	:	512GB SSD
• HDD RPM	:	RPM n/a
• Graphics	:	Intel Integrated Graphics
• USB Ports	:	2 ports
• HDMI	:	Yes
• Webcam	:	Yes
• Backlit Keyboard	:	Yes
• Bluetooth	:	Yes
• Wi-Fi	:	Yes
• Fingerprint Reader	:	Yes

27. Printer:

Color LaserJet Pro Printer

• Print speed, black (normal)	:	Up to 22 ppm
• Print speed, color (normal)	:	Up to 22 ppm
• Monthly duty cycle	:	Up to 40,000 pages
• Print Technology	:	Laser
• Display	:	2.7" color graphic touch screen
• Processor speed	:	800 MHz
• Connectivity, standard	:	Hi-Speed USB 2.0 port; built-in Fast Ethernet 10/100Base-TX network port; 802.11n2.4/5GHz wireless; Walkup host USB port
• Memory, standard	:	256 MB DDR, 256 MB NANDFlash
• Memory, maximum	:	256 MB DDR, 256 MB NANDFlash
• Paper handling input, standard	:	250-sheet input tray



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- Paper handling output, standard : 100-sheet output bin
- Power consumption : 337 watts (active printing), 7.2 watts (ready), 0.8 watt (sleep), 0.6 watt (Manual-Off), 0.05 (Auto Off/Manual On), 0.6 watt (Auto Off/Wake on LAN)
- Energy efficiency : ENERGY STAR® qualified; EPEAT® Silver
- Dimensions (W X D X H) : 15.4 x 16.5 x 9.7 in
- Weight : 32.6 lb

28. LABORTORY REFRIGERTOR

MODEL		PHARMACY COUNTER STYLE
External Size(W*D*H) mm		495*548*934
Internal Size(W*D*H) mm		415*405*706
Capacity		100L
Temperature Range		2°C~8°C
Temperature Accuracy		0.1°C
Control System		Microprocessor Control
Alarm		Audible and visual alarm for: High and low temperature, Door Ajar
Refrigeration Type		Forced air refrigeration system
Refrigerant		R600a
Climate Type		N, SN
Glass Door		Toughened with electric heating function, no condensation
Construction	Constructure	Unibody design & High Pressure and High Density Cyclopentane Foaming
	Internal	Cold-rolled steel coated with anti-bacteria powder
	External	Cold-rolled steel coated with anti-bacteria powder
Baskets		2 pcs
Consumption		100W
Power Supply		AC220V±10%, 50/60Hz; AC110V±10%, 50/60Hz;
Shelves		3 pcs, cold drawn steel wire impregnated shelf
Door Lock		1 pc
Accessory		Optional: Probe Access Port, Remote Alarm; Standard: USB Port



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Package Size(W*D*H) mm	560 * 668 * 1109
Gross Weight (Kg)	61



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SECTION VI QUALIFICATION AND EVALUATION CRITERIA



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QUALIFICATION CRITERIA (MUST MEET CRITERIA)

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

i. Verification:

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

ii. Compliance to Agreement:

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

iii. Authorization:

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

iv. Registration of firm/company:

Registered as a legal entity authorized to enter into contracts for provision of services and goods. As a proof, the bidder should provide a certified copy of Certificate of Incorporation or other documents setting forth the legal basis of the company:

- a) If **Bidder is Original Manufacturer:** is offering to supply Goods which the bidder manufactures or otherwise produces. The Bidder must submit documentary evidence that it is incorporated in the country of manufacture of the Goods and country of Procuring Entity
- b) If bidder is authorized Agent of the original manufacturer in the procuring entity's country Proprietorship of a well-established Authorized Agent of the original manufacturer, including documentation regarding the company's legal status and registration under relevant law of Khyber Pakhtunkhwa or Government of Pakistan.

v. Tax Registration:

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

- a Valid Income Tax Registration
- b Valid General Sales Tax Registration
- c Bidder must be active taxpayer and listed as an active taxpayer on the respective websites of relevant taxation authorities.
- d As per **Rule No (37)(A) of KPPRA Rules 2014** For Service Level Agreement All bidders are required to be registered with the Khyber Pakhtunkhwa Revenue Authority (**KPRA**), established under the Khyber Pakhtunkhwa Finance Act, 2013 (Khyber Pakhtunkhwa Act No. XXI of 2013

vii. Bid Security:



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

viii. Price/Bid Validity:

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

ix. An Affidavit on Judicial stamp paper of Rs.100 or more submitting following clauses that:

- a. Only genuine manufacturer's warranty for replacement and not repair of the complete equipment and parts shall be done during the warranty period.
- b. That the bidder / firm will provide all durables, consumables, re-agents etc for each equipment throughout the useful life & beyond useful life of each equipment.
- c. That the firm is never blacklisted on any grounds whatsoever.
- d. That the country of origin of equipment is mentioned clearly and correct along with Brand / Manufacturer's Name.
- e. Standard Accessories as a part and parcel of the equipment are clearly mentioned and provided.
- f. That the Bidder will provide after sales services beyond the period of warranty.
- g. That bidder has submitted Bid Security amounting to 2% of the proposed bid inside financial proposal.
- h. That the firm is never blacklisted on any grounds whatsoever by any of Provincial or Federal Government Department, Entity, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- i. That bidder has declared Conflict of Interest (*if any*), along with Bid Solicitation Documents.
- j. That the country of origin of equipment / item is mentioned clearly and correct along with Brand / Manufacturer's Name.
- k. That the Bidder will only provide Fresh, New and Genuine Goods / Items.

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

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



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TECHNICAL EVALUATION CRITERIA

I. Quality:

a. Product Quality:

Evaluation of quality will be based on Proposed equipment registration for quality, standards / accreditation in the country of its origin with relevant international quality and standards certification body. i.e if a product of USA has been proposed then (FDA), if a product of Japan has been proposed then (Japan Industrial Standards) & in case of Europe registration with (European Commission) etc.

b. Compliance/Conformity with requirements:

By comparing proposed equipment with the specifications of requirements to determine the degree to which the Goods, meet or exceed the quality & specifications, specified by procuring agency in the “**Schedule of Requirements**”.

c. Product Performance and Productivity:

Extent of Purpose, Performance, capacity, or functionality features meet or exceed the levels specified in the performance / functional requirements and/or influence the life-cycle cost.

2. Sample Evaluation:

Samples of proposed equipment provided by bidder / firm for evaluation will be first verified for the Technical & Performance specifications proposed by the bidder. After satisfying itself for conformity of equipment / item with specification. The bidder will demonstrate Technical & Performance characteristic and functionality of equipment/ item.

3. Company's / Bidders capacity and Capability:

to perform the contract. Capacity and Capability will be measured in terms of following:

a) Financial Capabilities:

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

- **Profitability**

Profit Margin Ratio or Return on Assets Ratio should be in excess of 1%, is desirable.

- **Solvency Ratio**

A solvency ratio (ratio of current assets to current liabilities) of more than 1 is required, is desirable.

- **Turnover**

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

4. Bidder's / firms Experience:



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a. Specific Experience:

List of same product deliveries/services provided over the last 3 years with details, dates and recipients (whether in the public or private domain). Certificate from user for satisfactory delivery shall be submitted.

b. General Experience:

List of same product deliveries/services provided over the last 3 years with details, dates and recipients (whether in the public or private domain). Certificate from user for satisfactory delivery shall be submitted. In similar business, experience will be counted from day of registration.

The Certificate should NOT be older than 03 years.

5. Delivery Schedule: Procuring Agency requires all the equipment to be delivered within Forty-Five (45) days from the day of the award of the contract or issuance of Purchase Order.

6. Scope of Services: Bidder's capability in terms of post award services which includes:

a. Warranty: Generally, the minimum required warranty is **One (01)** year local comprehensive Warranty required for replacement of parts not repair. Furthermore, if a separate warranty for any equipment/ item if any mentioned in **(Appendix-I)** will prevail over warranty specified here.

b. Technical Support & After Sales Services. Evidence and capability of firm/Bidders/ manufacturer for technical support & after sales service beyond warranty period. At least **Three (03) part replacement or Five (05)-Repair / After Sale Service Certificate** provision certificate from Semi Government / Government Departments supplying similar goods will be submitted.

c. Established Office / Service Center: Distance office / service center complete with maintenance & 24/7 support facilities from the HQ of the procuring agency.

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



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TECHNICAL EVALUATION METHODOLOGY (WEIGHT=70)

No	TECHNICAL EVALUATION CRITERIA	PERCENTAGE/ WEIGHTING
1	Quality	30
	a) Product Quality	10
	b) Compliance/Conformity with Technical and Performance requirements	10
	c) Compliance with Product Performance and Productivity	10
2	a) Sample Evaluation as verification of proposed Technical and Performance specification of each equipment & item.	15
	b) Demonstration of Technical and Performance Specifications, functionality, Accuracy, Precision and Repeatability of results of each equipment/ item proposed by the bidder.	15
3	Delivery Period	10
4	Warranty Provisions	10
5	Company's / Bidders capacity and Capability	15
	a) Financial Capabilities	
	Total	100

Technical Evaluation of the bid has been allotted 70% weightage. A minimum of 70% or 49 points score will be required to qualify Technical Evaluation 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

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

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

TECHNICAL EVALUATION

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

QUALITY

a. **Product Quality:**

Evaluation of quality will be based on Proposed equipment registration for quality, standards / accreditation in the country of its origin with relevant international quality and standards certification body. i.e if a product of USA has been proposed then (FDA), if a product of Japan has been proposed then (Japan Industrial Standards) & in case of Europe registration with (European Commission) etc.

b. **Compliance/Conformity with requirements:**



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By comparing proposed equipment with the specifications of requirements to determine the degree to which the Goods, meet or exceed the quality & specifications, specified by procuring agency in the “**Schedule of Requirements**”.

c. **Product Performance and Productivity:**

Evaluation of quality will be based on Proposed equipment registration for quality, standards / accreditation with relevant international quality and standards certification body. i.e. if a product of USA has been proposed then (FDA), if a product of Japan has been proposed then (Japan Industrial Standards) & in case of Europe registration with (European Commission) etc. (Only for Lot-2 Food Testing & Sampling Equipment) approved in the country of origin, i.e. the country where the diagnostic is manufactured, either “for sale

and use in the country of origin or for export only A quality system is a management system, including procedures, training, and documentation, for ensuring consistency in product quality.

COMPLIANCE / CONFORMITY WITH TECHNICAL SPECIFICATIONS

Bidders are required to strictly comply to Technical Specifications attached here in these bidding documents at **(Appendix-I)**

COMPLIANCE/ CONFORMITY WITH PERFORMANCE SPECIFICATIONS

Bidders are required to strictly comply to Performance Specifications attached here in these bidding documents at **(Appendix-I)**

SAMPLE EVALUATION

Sample Evaluation

consists of the determination of one or more characteristics of a given product, process or service according to a specified procedure."21 Materials, parts, and completed products may all be tested for their physical properties, such as strength and durability; physical dimensions; electrical characteristics, including interference with other electrical devices; acoustical properties; chemical composition; presence of toxic contaminants; and multitudes of other features.

- a. A Bidder / firm or proposed Goods will "**Meet**" requirements when all Technical & Performance specification of offered Goods matches the requirements set by Procuring Entity herein these bid solicitation documents.
- b. A Bidder / firm or proposed Goods will "**Exceed**" requirements when all Technical & Performance specification of offered Goods not only matches the requirements but also **50% of the** Technical & Performance specification offered Goods are better than requirements specified herein these bid solicitation documents. *e.g in case of "Accuracy of an equipment/ item required is ± 0.2 and the offered equipment/ item Accuracy ± 0.1 same will be considered exceeding requirement.*

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

DELIVERY SCHEDULE



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Successful bidder will be required to complete the delivery of all the quantity of each equipment / item within Forty-Five (45) days from issuance of the Purchase Order to the bidder.

WARRANTY

Standard manufacturer warranty is compulsory. However, the procuring entity requires All such warranties for the goods shall remain in effect for a period of one (1) year or for such other longer period that the original manufacture or authorized dealer of original manufacturer Bidder normally provides for such goods or a longer period agreed upon in this Contract after the goods are placed in use (the "Warranty Period")

AFTER SALE SERVICE (AVAILABILITY OF AFTER SALE SERVICE FACILITIES IN KHYBER PAKHTUNKHWA DIVISIONS)

Evidence and capability of firm/Bidders/ manufacturer for technical support & after sales service during & beyond warranty period. At least 3-part replacement or 05-Repair / After Sale Service Certificate stating Excellent or Good from Semi Government / Government Departments supplying similar goods will be submitted.

SCORING AND WEIGHTING PRINCIPLES

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

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



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TECHNICAL EVALUATION CRITERIA (WEIGHT=70)

1. Quality:

- d. **Product Quality:** Evaluation of quality will be based on Proposed equipment registration for quality, standards / accreditation in the country of its origin with relevant international quality and standards certification body. i.e if a product of USA has been proposed then (FDA), if a product of Japan has been proposed then (Japan Industrial Standards) & in case of Europe registration with (European Commission) etc.
- e. **Compliance/Conformity with requirements:** By comparing proposed equipment with the specifications of requirements to determine the degree to which the Goods, meet or exceed the quality & specifications, specified by procuring agency in the “**Schedule of Requirements**”.
- f. **Product Performance and Productivity:** Extent of Purpose, Performance, capacity, or functionality features meet or exceed the levels specified in the performance / functional requirements and/or influence the life-cycle cost.

2. Sample Evaluation:

Samples of proposed equipment provided by bidder / firm for evaluation will be first verified for the Technical & Performance specifications proposed by the bidder. After satisfying itself for conformity of equipment / item with specification. The bidder will demonstrate Technical & Performance characteristic and functionality of equipment/ item.

3. Company's / Bidders capacity and Capability:

To perform the contract. Capacity and Capability will be measured in terms of following:

a. Financial Capabilities:

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

- **Profitability**
Profit Margin Ratio or Return on Assets Ratio should be in excess of 1%, is desirable.
- **Solvency Ratio**
A solvency ratio (ratio of current assets to current liabilities) of more than 1 is required, is desirable.



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- **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.
- 4. Bidder's / firms Experience:**
- a. **Specific Experience:**
List of same product deliveries/services provided over the last 3 years with details, dates and recipients (whether in the public or private domain). Certificate from user for satisfactory delivery shall be submitted.
 - b. **General Experience:**
List of same product deliveries/services provided over the last 3 years with details, dates and recipients (whether in the public or private domain). Certificate from user for satisfactory delivery shall be submitted. In similar business, experience will be counted from day of registration.

The Certificate should NOT be older than 03 years.

- 5. Delivery Schedule:**
Procuring Agency requires all the equipment to be delivered within Forty-Five (45) days from the day of the award of the contract or issuance of Purchase Order.
- 6. Scope of Services:** Bidder's capability in terms of post award services which includes:
- d. **Warranty:** For replacement of parts not repair as specified under per requirement of each equipment/ item .
 - e. **Technical Support & After Sales Services.** Evidence and capability of firm/Bidders/ manufacturer for technical support & after sales service beyond warranty period. At least 3-part replacement or 05-Repair / After Sale Service Certificate stating Excellent or Good from Semi Government / Government Departments supplying similar goods will be submitted.
 - f. **Established Office / Service Center:** Distance office / service center complete with maintenance & 24/7 support facilities from the HQ of the procuring agency.

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



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SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
i	Quality	30		
a	Product Quality	10	a. Proposed equipment is registered & certified with international quality & standards accreditation body.	10
			b. Proposed equipment is not registered & certified with international quality & standards accreditation body.	0
b	Compliance/Conformity with requirements	10	a. 100% compliance with additional benefits	10
			b. 100% compliance no additional benefits.	08
			c. 90% compliance.	04
			g. Below 90% will be awarded "Zero" Score.	0
c	Product Performance & Productivity	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
ii	<u>Sample Evaluation</u>	30		
a	Sample Evaluation as verification of proposed Technical and Performance specification of each equipment & item.	15	a. 100% compliance with additional benefits	15
			b. 100% compliance no additional benefits.	10
			c. 90% compliance.	5
			d. Below 90% will be awarded "Zero" Score.	0
b	Demonstration of Technical and Performance Specifications, functionality, Accuracy, Precision and Repeatability of results of each equipment/ item proposed by the bidder	15	a. 100% compliance with additional benefits	15
			b. 100% compliance no additional benefits.	10
			c. 90% compliance.	5
			d. Below 90% will be awarded "Zero" Score.	0
iii	Delivery Period	5	a. Delivery after 45 Days from the day of issuance of Purchase Order.	5



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SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
			b. Delivery after 45 Days from the day of issuance of Purchase Order.	0
iii	Company's / Bidders capacity & Capability	20		
a	Financial Capabilities	10	a. Audit reports of last consecutive 3 years showing Good financial position of bidder's firm / company submitted.	10
			b. Audit reports of last consecutive 2 years showing average financial position of bidder's firm / company submitted.	6
			c. Audit reports of last consecutive 1 years showing Good financial position of bidder's firm / company submitted.	2
		10	<ul style="list-style-type: none"> • Profitability Profit Margin Ratio or Return on Assets Ratio should be in excess of 1%, is desirable. • Solvency Ratio A solvency ratio (ratio of current assets to current liabilities) of more than 1 is required, is desirable. • Turnover The average annual turnover for the past 3 years (or for whatever period of time the bidder has been in business for, if it has not yet reached 3 years) should be at least two times more than anticipated value of the contract 	
iv	Bidder's / firms Experience	10		
a	Specific Experience	05	a. 03 satisfactory delivery completion certificates submitted for same Equipment/ item.	5
			b. 02 satisfactory delivery completion certificates submitted.	4



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SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
			c. 01 satisfactory delivery completion certificates submitted	3
b	Specific Experience	05	a. 03 satisfactory delivery completion certificates submitted for Similar Equipment/ item.	5
			b. 02 satisfactory delivery completion certificates submitted.	4
			c. 01 satisfactory delivery completion certificates submitted	3
v	After Sale Service (Availability of after sale service Facilities in Khyber Pakhtunkhwa	05	a. Facility available in Khyber Pakhtunkhwa	5
			b. Facility not available in Khyber Pakhtunkhwa	0
	Total	100		



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SECTION-VI BIDDING FORMS



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

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



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



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

THE GOVERNING RULES.

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



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TECHNICAL BID FORM I

Bidder's Ref No.

Letter of Intention

Name of the Contract: { _____ }

To: [_____]

Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods and ancillary services under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract.

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

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

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

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

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

Signature



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BID FORM 2 FINANCIAL BID FORM (Price Schedule)

Name of the Firm: _____

Bidder's Ref. No: _____

- I. **NOTE:** THIS FORM MUST COVER ALL THE COSTS ASSOCIATED TO DELIVER THE GOODS AND SERVICES ON SUCH AS, ON DELIVERED DUTY PAID (DDP) BASIS. THE RESPECTIVE COSTS OF EACH GOODS & SERVICES MUST BE SEPARATELY PROVIDED IN THE FOLLOWING MANNER.

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

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----



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



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 & HALAL FOOD AUTHORITY**



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 & HALAL FOOD AUTHORITY**



INTEGRITY PACT

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

Contract No. _____ Dated _____ Contract Value: *[To be filled in at the time of signing of Contract]* Contract Title: _____

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

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.

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

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to Government of Khyber Pakhtunkhwa under any law, contract or other instrument, be voidable at the option of Government of Khyber Pakhtunkhwa.

Notwithstanding any rights and remedies exercised by Government of Khyber Pakhtunkhwa in this regard, [name of Supplier] agrees to indemnify Government of Khyber Pakhtunkhwa for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Khyber Pakhtunkhwa in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Khyber Pakhtunkhwa.

Name of Buyer:

Name of Seller/Supplier:

Signature:[Seal]

Signature:{Seal}