



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



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

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



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INSTRUCTIONS TO BIDDERS

A. Introduction

1. Source of Funds	1.1	The Procuring Entity has received Provincial Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
	1.2	The funds referred to above in addition shall be “Public Fund” which according to 2 (1) (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



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		government organization in accordance with the Rule 44(I) KPP Rules 2014.
3. Eligible Goods and Services	3.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
	3.2	For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of goods and services is distinct from the nationality of the Bidder.
4. Cost of Bidding	4.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity named in the Bid Data Sheet, hereinafter referred to as “the Procuring Entity,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		B. The Bidding Documents
5. Content of Bidding Documents	5.1	The bidding documents include: a) Instructions to Bidders (ITB) b) Bid Data Sheet (BDS) c) General Conditions of Contract (GCC) d) Special Conditions of Contract (SCC) e) Schedule of Requirements (SOR) f) Technical Specifications g) Bid Form and Price Schedules h) Bid Security Form i) Contract Form j) Performance Security Form k) Manufacturer’s Authorization Form
	5.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.
6. Clarification of Bidding	6.1	An interested Bidder requiring any clarification of the bidding documents may notify the Procuring Entity in writing. The Bidding



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Documents		Procuring Entity will respond in writing to any request for Document's clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
7. Amendment of Bidding Documents	7.1	At any time prior to the deadline for submission of bids, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.
	7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
	7.3	In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of bids.
		C. Preparation of Bids
8. Language of Bid	8.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
9. Documents Comprising the Bid	9.1	The bid prepared by the Bidder shall comprise the following components: 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.



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11. Bid Prices	11.1	The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
	11.2	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
	11.3	The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring Entity and will not in any way limit the Procuring Entity's right to contract on any of the terms offered.
	11.4	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
12. Bid Currencies	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
13. Documents Establishing Bidder's Eligibility and Qualification	13.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Entity's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction: a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring Entity's country; b) that the Bidder has the financial, technical, and production capability necessary to perform the contract; c) that, in the case of a Bidder not doing business within the Procuring Entity's country, the Bidder is or will be (if awarded



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		<p>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 the Technical Specifications
15. Bid Security	15.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security shall be submitted from the account of the



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



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		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: a. be addressed to the Procuring Entity at the address given in the Bid Data Sheet; and b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
	18.3	The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” .
	18.4	If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring Entity will assume no responsibility for the bid’s misplacement or premature opening.
19. Deadline for Submission of Bids	19.1	Bids must be received by the Procuring Entity at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
	19.2	The Procuring Entity may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Entity and bidders previously subject to



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



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		consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
	22.3	Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
	22.4	The Procuring Entity will prepare minutes of the bid opening.
23. Clarification of Bids	23.1	During evaluation of the bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
24. Preliminary Examination	24.1	The Procuring Entity will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
	24.2	Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
	24.3	The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
	24.4	Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring Entity will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
	24.5	If a bid is not substantially responsive, it will be rejected by the



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		Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
25. Evaluation and Comparison of Bids	25.1	The Procuring Entity will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
	25.2	The Procuring Entity's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	25.3	<p>The Procuring Entity's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:</p> <ul style="list-style-type: none">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. <p>or</p> <ul style="list-style-type: none">ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks



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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.

or

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

c. Deviation in payment schedule:

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

or

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

d. Cost of spare parts.

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

or

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



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

or

- iii. The Procuring Entity will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring Entity or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.
- e. Spare parts and after sales service facilities in the Procuring Entity's country.

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

- f. Operating and maintenance costs.

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

- g. Performance and productivity of the equipment.
 - i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
 - or
 - ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation 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



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		<p>specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.</p>												
Alternative	25.4	<p>25.4 Merit Point System:</p> <p>The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet</p> <p>[In the Bid Data Sheet, choose from the range of]</p> <table border="1"> <tr> <td>Evaluated price of the goods</td> <td>60 to 90</td> </tr> <tr> <td>Cost of common list spare parts</td> <td>0 to 20</td> </tr> <tr> <td>Technical features, and maintenance and operating costs</td> <td>0 to 20</td> </tr> <tr> <td>Availability of service and spare parts</td> <td>0 to 20</td> </tr> <tr> <td>Standardization</td> <td>0 to 20</td> </tr> <tr> <td>Total</td> <td>100</td> </tr> </table> <p>The bid scoring the highest number of points will be deemed to be the Highest-Ranking fair bid.</p>	Evaluated price of the goods	60 to 90	Cost of common list spare parts	0 to 20	Technical features, and maintenance and operating costs	0 to 20	Availability of service and spare parts	0 to 20	Standardization	0 to 20	Total	100
		Evaluated price of the goods	60 to 90											
		Cost of common list spare parts	0 to 20											
		Technical features, and maintenance and operating costs	0 to 20											
		Availability of service and spare parts	0 to 20											
		Standardization	0 to 20											
		Total	100											
		26. Contacting the Procuring Entity	26.1	<p>Subject to ITB Clause 23, no Bidder shall contact the Procuring Entity on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Entity, it should do so in writing.</p>										
26.2	<p>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.</p>													
		F. Award of Contract												
27. post-qualification	27.1	<p>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.</p>												
	27.2	<p>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.</p>												



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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	The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to



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		such Integrity Pact shall make the bidder non-responsive.
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Part One - Section II (General Conditions of Contract)



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General Conditions of Contract

I. Definitions	I.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none">a. “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.c. “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Entity under the Contract.d. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.e. “GCC” means the General Conditions of Contract contained in this section.f. “SCC” means the Special Conditions of Contract.g. “The Procuring Entity” means the organization purchasing the Goods, as named in SCC.h. “The Procuring Entity's country” is the country named in SCC.i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.j. “The Project Site,” where applicable, means the place or places named in SCC.k. “Day” means calendar day.
2. Application	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.



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3. Country of Origin	3.1	All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.
	3.2	For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of Goods and Services is distinct from the nationality of the Supplier.
4. Standards	4.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Government	5.1	The Supplier shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier’s performance under the Contract if so, required by the Procuring Entity.
	5.4	The Supplier shall permit the Procuring Entity to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring Entity, if so required.
6. Patent Rights	6.1	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or



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		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	<p>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:</p> <p>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</p> <p>b. a cashier's or certified check.</p>
	7.4	The performance security will be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
8. Inspections and Tests	8.1	The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. SCC and the Technical Specifications specifies inspections and tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	8.2	The inspections and tests may be conducted on the premises of the Supplier or, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Entity may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Entity.



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	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 Contract to transport the Goods to a specified place of destination within the Procuring Entity's country, transport to such place of destination in the Procuring Entity's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
13. Incidental Services	13.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified



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		<p>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 pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements;ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current



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		<p>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.</p>
	15.2	<p>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.</p>
	15.3	<p>The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.</p>
	15.4	<p>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.</p>
	15.5	<p>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.</p>
16. Payment	16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p>
	16.2	<p>The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.</p>
	16.3	<p>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.</p>



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	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 obligation under the Contract.
	21.2	Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Supplier's	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule



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Performance		prescribed by the Procuring Entity in the Schedule of Requirements.
	22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	22.3	Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	2.31	Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination for Default	24.1	<p>The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none">a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 22; orb. if the Supplier fails to perform any other obligation(s) under the Contract.c. if the Supplier, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause:</p>



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		<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 promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
26. Termination for Insolvency	26.1	The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the



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		Procuring Entity.
27. Termination for Convenience	27.1	The Procuring Entity, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	27.2	<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	The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	28.2	If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
29. Governing Language	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30. Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring Entity's country, unless otherwise specified in SCC.
31. Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's



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		address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.



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PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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



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Part Two Section I. INVITATION FOR BID (IFB)



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Date: 03rd November 2022
No. KP-FS&HFA/AD(Pro)/11/2022-05

Invitation for Bid for Supply of Hi-Tech Equipment

Sealed bids are invited under Single Stage-Two Envelope procedure from eligible bidders/firms/companies for “**Supply of Hi-Tech Equipment**” noted in the table below.

Sno	Equipment	Date & Time of Closing of Bids	Date & Time of Technical Opening of Bids
1	ICP OES	Time 11:00 AM dated 23 rd November 2022	Time: 12:00 PM Noon dated 23 rd November 2022
2	ICP MS		
3	UHPLC		
4	Ion Chromatography		
5	FT-NIR		
6	Milkoscan FT3		
7	GC-MS with Accessories		
8	FTIR with Accessories		
9	Grain Analyzer		

Note: A pre-bid meeting will be held on 10th November 2022 at 11:00 AM in the Conference Room of Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority

Complete details along with 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 **23rd November 2022** 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 PM** dated **23rd November 2022** in the presence of the bidders.

Assistant Director (Procurement)
Khyber Pakhtunkhwa Food Safety & Halal Food Authority



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Tel#: 091-9212959

Section II. Bid Data Sheet



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Bid Data Sheet

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

Introduction		
ITB 1.1	Name of Procuring Entity:	Khyber Pakhtunkhwa Food Safety & Halal Food Authority.
ITB 1.1	Name of Project:	Strengthening of Khyber Pakhtunkhwa Food Safety & Halal Food Authority Food Testing Laboratory through procurement of Hi-Tech Food Testing Equipment
ITB 1.1		Budget allocated to Khyber Pakhtunkhwa Food Safety & Halal Food Authority for the FY 2022-2023
ITB 1.1	Name of Contract:	Supply of Hi-Tech Laboratory Equipment For Food Testing Laboratory of Khyber Pakhtunkhwa Food Safety & Halal Food Authority
ITB 6.1	Procuring Entity's Address, Telephone, Telex and facsimile numbers	Department: Khyber Pakhtunkhwa Food Safety & Halal Food Authority Address: Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar Tel# 091-9212959 Toll Free# 0800-37432 Email: info@kpfsa.gov.pk
ITB 8.1	Language of the Bid:	Language of the bid is English .
Bid Price and Currency		
ITB 11.2	Quoted Price:	The price quoted shall be Delivered Duty Paid (DDP). The price quoted shall be in Pakistani Rupees (Rs) inclusive of all taxes and the incidental service charges.
ITB 11.5		The Price shall be fixed
Preparation and Submission of Bids		
ITB 13.2	Documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted:	(i) That, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder: a) is incorporated in the country of manufacture of the Goods b) has been licensed by the regulatory authority in the country of manufacturer to supply the Goods; c) has manufactured and marketed the specific goods covered by this bidding document, for at least two (2)



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		<p>years, and for similar Goods for at least Three (3) years;</p> <p>(ii) That, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce:</p> <p>a) that the Bidder has been duly authorized by a manufacturer of the Goods and Authorization letter on the original letter head of the manufacturer;</p> <p>b) Manufacturer of the Goods meets the criteria under (i) above to supply the Goods in Pakistan;</p> <p>c) That the bidder is incorporated in Pakistan, certificate of incorporation has been submitted;</p> <p>The Bidder shall also submit the following additional information:</p> <p>a) registration certificate for National Tax Number and Sales Tax Number and must also be on active tax payer list.</p> <p>b) Supply completion certificates, audit reports, and other documents required as an evidence for technical evaluation.</p> <p>c) details of on-site quality control laboratory facilities and services and range of tests conducted (<i>if any</i>)</p>
ITB 13.3 (d)	Qualification requirements:	<p>i) Manufacturer / Importer / Sole Authorized Agent of Manufacturer</p> <p>ii) Manufacturer's authorization(s) (Such authorization letter shall be furnished in accordance to the sample format of bid document) at (Annex-E)</p> <p>iii) The bidder(s) must provide copy of Bidder's Certificate of Incorporation/ registration in Procuring Entity's country signed and stamped.</p> <p>iv) The bidder(s) shall provide National Tax No. and Sales Tax No. The bidder should be on Active Taxpayers List (ATL) on FBR.</p> <p>v) Verification: All relevant forms, Completion certificates, and other supporting documents submitted as evidence has been signed & stamped by the bidder or any authorized person for whom written authority letter has been submitted.</p> <p>vi) Compliance to Agreement: Accepting all the conditions set forth in these Bid Solicitation Documents bidders must sign and submit each page of the SBD i.e ITB,</p>



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GCC, SCC, Bid Data Sheet, Schedule of Requirements, Addendums / Corrigendum (if any) and other mandatory Form's provided etc

vii) **Bidder(s) must provide an Affidavit on judicial stamp paper of Rs. 50/- or more submitting following clauses that:**

- a. Only genuine manufacturer's warranty for replacement and not repair of the complete equipment and parts will be provided.
- b. That the bidder / firm will provide all durables, consumables, re-agents, spares etc for each equipment / item throughout the useful life & beyond useful life of equipment (if required).
- c. That the firm is never blacklisted on any grounds whatsoever by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- d. Conflict of Interest, (if any) has been declared along with Bid Solicitation Documents.
- e. That the country of origin of equipment / item is mentioned clearly and correct along with Product Name /Model, Catalogue No. (if any) & Manufacturer's Name.
- f. Standard Accessories as a part and parcel of the equipment / item are clearly mentioned and provided. In this regard bidder may be asked to provide general description of the Equipment packaging & its contents issued by the manufacturer.
- g. That the Bidder will provide after sales service during & beyond the period of warranty, as required under each equipment specified in Section IV Schedule of Requirements.
- h. That bidder has submitted Bid Security amounting to 2% of the proposed bid cost inside financial proposal as per requirements under KPPRA Rules 2014.
- i. That the Bidder will only provide Fresh, New and Genuine



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		Goods / Items. j. Bid Validity period of 90 days has been provided.
ITB 15.1	Amount of Bid Security:	The Bidder shall furnish, as part of its bid, a Bid Security equivalent to 2% of the bid price of each item (separately) which the bidder is offering in Shape of CDR from the account of bidder /firm who submits the bid, in the name of the " Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority".
ITB 16.1	Bid validity period:	90 Days from the date of Technical Bid Opening i.e 21 st February 2023
ITB 17.1	Number Of Copies:	<p>The Bidder will prepare separate One original copy of the Technical and Financial Bids.</p> <p>In addition, the Bidder will prepare One duplicate copy (hard format) and One Soft Copy (in USB) of the Technical Bid. In the event of discrepancy between the original copy, duplicate copy and soft copy, the original copy will prevail.</p> <p>The Bidder will enclose the original copies of Technical & Financial bids and duplicate copy and soft copy of the Technical bid in separate sealed envelopes, duly marking the envelopes as:</p> <p>(i) “ORIGINAL COPY—TECHNICAL BID” (ii) “ORIGINAL COPY— FINANCIAL BID” (iii) “DUPLICATE COPY—TECHNICAL BID” (iv) “SOFT COPY—TECHNICAL BID</p> <p>These envelopes shall then be enclosed in one single envelope. The inner and outer envelopes shall also:</p> <p>(i) Bear the name and address of the Bidder: (ii) Bear the following information: Procurement Title, IFB / NIT No and Bid Closing Date.</p>
ITB 18.2 (a)	Address for bid submission:	Directorate General Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar.
ITB 18.2 (b)	IFB Title and IFB Number:	IFB Title: Supply of Hi-Tech Equipment No. KP-FS&HFA/AD(Pro)/I I /2022-05
ITB 19.1	Deadline for bid	Date: 23 rd November 2022



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	submission:	Time: 11:00 AM
ITB 19.3	Prebid Meeting	Date: 10th November 2022 Time: 11:00 AM
ITB 22.1	Time, Date, and Place for Bid Opening:	Technical Bid Opening Date: 23rd November 2022 Technical Bid Opening Time: 12:00 PM The Technical Bid opening will take place at Conference Room of the Khyber Pakhtunkhwa Food Safety & Halal Food Authority, New C&W Building, Ground Floor, Khyber Road, Police Lines, Peshawar.
Bid Evaluation		
ITB 23.1	Clarifications of Bids:	The Procuring Entity may ask the Bidder in writing, only for clarification regarding the received documents in the bid. However, no change in the prices or substance of the bid shall be sought, offered, permitted, or entertained. This communication shall be with the prior approval of Chairperson Procurement Committee.
ITB 25.3	Evaluation and Comparison of Bids:	Merit Point Evaluation / System: i) Compliance to Quality requirements ii) Compliance to Technical Specifications iii) Compliance to Performance Specifications iv) Additional Benefits (Quality, Technical & Performance) v) Reference letters provided vi) General & Specific Experience vii) Delivery Period viii) Warranty Provisions ix) After Sale Service
ITB 25.4 (b)	Delivery Schedule:	As per Section-IV “Schedule of Requirements”
Option (i)		Not Applicable
ITB 25.4 (c) (ii)	Deviation in payment schedule. Annual interest rate.	Not Applicable
ITB 25.4 (d)	Cost of Spare Parts:	Not Applicable
ITB 25.4 (e)	Spare parts and after sales service facilities:	As per Section-IV “Schedule of Requirements” : Successful supplier will be required to provide after Sale Service during & beyond the period of warranty. Successful supplier will ensure 95% uptime during warranty period.
ITB 25.4 (f)	Operating and Maintenance	Not Applicable



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



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Section III. Special Conditions of Contract



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Special Conditions of Contract (SCC)

1. Definitions (GCC Clause 1)

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

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

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

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

2. Country of Origin (GCC Clause 3)

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

3. Performance Security (GCC Clause 7)

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

4. Inspections and Tests (GCC Clause 8)

GCC 8.1—Inspection and tests in accordance with the clauses of contract with Procuring Entity:

- 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 equipment and Related services. The bidder shall arrange for demonstration of offered items within the period specified by the Procuring Entity, for verification and scoring of technical bids. The bidder may be prepared to do so by keeping one sample unit of the same make/model accessories ready at its disposal.
- b) The bidder will be required to demonstrate the performance and functionality of the offered equipment in line with the requirements of the sample evaluation. In case bidder failed to demonstrate the equipment in timely manner the Procuring Entity then the bidder will be required to demonstrate the technical specification or performance of the Equipment / Goods / items to the satisfaction of the technical committee or the Procuring Entity as it deems fit and appropriate. Bidder will also be required to provide such evidence that proves the conformity of technical & performance specification of the offered equipment. No claim for Goods/ items tested for quality will be entertained, costs of tests will be incurred by respective bidder.



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- c) The bidder will be disqualified for competition, if Procuring Entity declare that the bidder's offered equipment / goods/ items did not meet the mandatory technical & performance requirements during sample evaluation or the bidder did not provide evidence to satisfaction of the Technical Committee in case sample is not available.
- d) The Procuring Entity may also examine the original documents related to the fitness of the offered Goods / items in all respects including but not limited to Bill of Lading / Airway bill(s), Goods Declaration(s), Certificate/ Declaration of Conformity/ Compliances/ Analysis, invoice etc.
- e) Before acceptance of the Equipment / Goods/ items the Procuring Entity will inspect, test and, if necessary, reject the goods after the goods' have arrived at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Procuring Entity during sample evaluation as mentioned above.
- f) Samples will be returned immediately after award of the contract.
- g) Inspection and tests include but is not limited to:
 - Examine the original documents related to the fitness of the material of immediate container/s for storage and / or dispensing of the quoted Goods/ item/s, e.g., Certificate of Analysis, invoice, etc. of the material/s used in manufacturing.
 - Goods/ items will be examined and / or tested by Procuring Entity in a manner as deemed relevant and appropriate (including testing at specialized bodies). No claim for Goods/ items tested for quality will be entertained, costs of tests will be incurred by respective bidder.

5. Packing (GCC Clause 9)

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

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

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



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symbols).

- Information for handling (e.g. warnings) or instructions for use, if applicable (or equivalent harmonized symbols).

6. Delivery and Documents (GCC Clause 10):

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

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



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xv Original Calibration Certificate issued by manufacturer or recognized calibration service.

8. Insurance (GCC Clause 11)

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

9. Spare Parts (GCC Clause 14)

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

10. Warranty (GCC Clause 15)

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.

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

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

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

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

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 / parts / kits recommended by the manufacturer 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 for calculation of Uptime and Downtime.

Uptime is defined as the time available to the user for doing procedures /



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Analysis / 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**) (if any). All calculations of Uptime and Downtime will be based on:

*(1 Year = 365 Days – All Public Holidays) * (Number of Working hours)*

In case of failure to do so, proportionate warranty period in days will be added in the already provided warranty as per below details:

- 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).
- 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 supplier regarding failure of equipment.

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

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

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

- The goods are fit for the purposes for which such goods are specifically used and for purposes required by Procuring Entity. All equipment is of current manufacture and are of even quality and free from defects in design, workmanship, material and manufacture.
- The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;



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- The equipment is new and unused, and conforms to the operational, functional, analytical characteristics required by Procuring Entity and offered by the bidder through the technical bid.
- 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 guarantees under the Contract.
- For equipment ordered, the bidder shall provide & maintain a Service Level reasonably constituted to handle requests from Procuring Entity's end users for technical assistance on maintenance, service repairs, and calibration of the Equipment/ item during warranty period without any additional cost.
- If the Bidder is not the original manufacturer of the goods, the Bidder shall provide Procuring Entity with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract.
- Bidder shall, in addition, comply with the guarantees associated with the performance and/or conformance specifications specified under the Contract. If, for reasons attributable to the bidder, these guarantees are not attained in whole or in part, the bidder shall, at its discretion, either:
 - 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 0.5% per week of the total contract price for the first week, in case the supplier fails to deliver the required items by the second week, liquidated damages will be deducted at a rate equivalent to 1% per week up to a maximum deduction of 10% or less than of the total Contract price.

ACCEPTANCE OF GOODS: Under no circumstances shall Procuring Entity be required to accept any goods that do not conform to the technical specifications or requirements of the Contract. Procuring Entity may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall Procuring Entity be obligated to accept any goods unless and until Procuring Entity has



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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.

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.
- vii. Payment will be released after deduction of applicable Stamp Duty and DPR.

12. Prices (GCC Clause 17)

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

13. Subcontracts (GCC Clause 21)

Subcontracts are not allowed.

13. Liquidated Damages (GCC Clause 23)

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

14. Resolution of Disputes (GCC Clause 28)



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

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

15. **Governing Language (GCC Clause 29)**

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

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

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

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

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

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

Telephone(s): +92-91-921295

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



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SECTION IV. SCHEDULE OF REQUIREMENTS



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SCHEDULE OF REQUIREMENTS

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

1. All bidders must submit the technical specifications, performance specifications etc of offered equipment/ item on the format provided in Section-VI “Bidding Forms” under **(Annex- G)**.
2. Valid Certifications of the following authorized regulatory bodies as well as any other relevant authorized regulatory body of Stringent Regulatory Authorities **(SRA)** countries that must cover the quoted equipment / items in its scope shall be acceptable:

Regulatory authority		Certification
Canada	Health Canada	Device License
European Union	EC	93/42/EC Medical Device Directive 98/79/EC IVD Directive
Japan	Pharmaceuticals and Medical Devices Agency (PMDA)	Device License
Japan	Japan Industrial Standards (JIS)	
USA	Food and Drug Administration (FDA)	
USA	U.S. Department of Agriculture (USDA)	
USA	Food Safety and Inspection Service (FSIS)	
ISO	International Organization for Standardization	ISO 9001:2015, ISO 9001:2000, ISO 17025:2017, ISO 7218
USA	Association of Official Agricultural Chemists (AOAC)	

3. All certifications (i.e Manufacturer authorization, certifications from accredited bodies, as the case may be, shall be valid and shall contain the quoted product(s) in its scope, moreover the accredited body shall be authorized to certify the quoted product(s). Committee may carry out the verifications on or before award of contract and in case of any fraudulent practice, legal action will be taken against the bidder concerned. Any certificate expires before bid opening will not be entertained.
4. The Procuring Entity has the right to inspect (if needed) the premises of bidder to inspect the setups ensuring proper after sales services, verify documents (if needed) mentioned in technical bids and any other relevant details. Premises (office/workshop) of bidder shall be insured through ownership/or Rent agreement.
5. The bidder shall provide the shipment trail of the quoted item from the manufacturing site till destination.
6. Any reservations on BSD including criteria, specifications etc (if any) shall be submitted in writing in the Pre-bid meeting by authorized person/representative of the firm to be held on 10th November 2022 at Conference Room of Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor New C&W Building, Khyber Road, Police Lines, Peshawar.



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7. **Declaration of conformity:** Bidder shall provide a declaration of conformity to applicable regulation(s) and/or standard(s). Declaration of conformity shall be dated and signed by the manufacturer, it shall contain a reference to the proposed equipment (name and product code) and a list of relevant ISO standards and directives for which the compliance is declared to.
8. **Compliance with Regulatory Requirements:** The proposed equipment in response to the requirements here in these bid solicitation document must be from manufacturer who is legally registered to manufacture the particular device by their national regulatory authority and has valid manufacturing license. Any official clearance or legal certificates, (e.g. 510k/PMA clearance, CE certificates, or equivalent licenses shall be provided, where applicable).
9. **Instruction For Use/Product Manuals:** Instructions for use and/ or manuals original copy published by the manufacturer must be provided. The same shall be in English language or if published in another language then a translated version along with the original shall be provided.
10. **Training:** Successful bidder will be required to provide Training to staff regarding method development, usage and complete operation of instrument.
11. The Procuring Entity, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence as well as information regarding offered Goods/ Equipment
12. All equipment must be capable of integration with Laboratory Management & Information System (LMIS) through Application Programming Interface (API), Direct connectivity, Ethernet, Wifi, Bluetooth etc based connectivity with Procuring Entity's LMIS and database.
13. Bid must include a manufacturer's brochure or leaflet describing the equipment being offered along with data sheet of each equipment to enable offered specifications to be verified. All such documents shall be in English language or shall be translated to English language.
14. The item should be new, and the bidder will ensure originality of the procurement channel as well as the item. Bidder shall provide the shipment trail of the quoted item from the manufacturing site till destination (*if required*).
15. The bidder shall submit information related to principal / manufacturer's approved service center / workshop. Warranty card must be provided for all equipment.
16. Successful Supplier shall ensure to complete the supply of the Goods/ items at the earliest but not later than as specified for each equipment in **Schedule of Requirements**.
17. Payment will be released after complete & successful delivery, satisfactory installation, and acceptance of equipment by the Inspection Committee of the Procuring Entity and upon issuance of satisfactory inspection report.
18. Alternative bids and Conditional Bids will be disqualified.



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19. Origin of the Equipment i.e Manufacturing country along with Model No & Name of Manufacturer of the offered equipment must be provided.
20. The following inspections and tests shall be performed:
 - a) The supplier must have the required Goods/ Equipment inspected in the manufacturer's works by a competent authority and submit a test certificate and also a guarantee/ warranty certificate that the required Goods/ Equipment conform to written specifications.
 - b) Procuring Entity through its representatives may decide to inspect and/or test any or all item of the required Goods/ Equipment to confirm their conformity to the contract, prior to dispatch from the supplier(s) premises. Such inspection and clearance will not prejudice the right of the Procuring Entity to inspect and test the required Goods/ Equipment on receipt at destination.
21. If the required Goods/ Equipment failed to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective required Goods/ Equipment to the satisfaction of the Procuring Entity.
22. **Accessories:** The Supplier shall provide Original Equipment/ Manufacturer's standard accessories/tools as well as all the accessories stipulated in the Technical Specification as a part of the equipment/.
23. **Consumables during Commissioning:** Supplier shall prepare & provide free of cost sufficient quantity of reagents, test piece, etc. required or consumed during commissioning, training of the installed equipment/ including instructions on operation and maintenance, wherever applicable.
24. Unloading at the port, customs clearance, inland transportation, unloading and unpacking at site, assembling and installation, testing, commissioning and instructions on site including labor and any equipment to be used during installation, and documentation shall be borne by the supplier/authorized representative in Pakistan.
25. The technical and financial bid shall be in conformity to rule 39 (1) & (3) of the KPPRA Rules 2014, any deviation from it, the bid shall be treated as non-responsive
26. **Installation and Inspection:** Each equipment/ shall be securely installed at designated locations in accordance with the instructions. Prior to the installation, the Supplier shall check and inspect all the connections and request the Procuring Entity to arrange the utility supply from installed outlet by making proper adjustment wherever necessary. The Supplier shall check all components of the equipment/ to ensure that their working conditions are good in presence of the Procuring Entity's representative(s).



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LIST OF REQUIRED HI-TEC EQUIPMENT

Sno	Equipment Name
1	ICP OES
2	ICP MS
3	UHPLC
4	Ion Chromatography
5	FT-NIR
6	Milkoscan FT3
7	GC-MS with Accessories
8	FTIR with Accessories
9	Grain Analyzer



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APPENDIX-I

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

TECHNICAL SPECIFICATIONS HI-TEC EQUIPMENT

I. ICP OES		
S.no.	Equipment	Specifications
I	ICP OES	<p>SPECTROMETER:</p> <ul style="list-style-type: none">The instrument must be a high resolution fast sequential reading ICP-OES using CCD detector technology.The instrument must be a bench-top design.The instrument must have an Echelle-based double monochromator with a 400mm focal length that utilized a single CCD detector, with 5 variable settings and intermediate slit. The resolution of the system must have a typical resolution of less than 0.006 nm at 200 nm or better. The entire optical system must be enclosed and argon purged.The detector must have anti-blooming protection on each pixel.Encapsulated and argon purged optics 2L/Min for exceptional UV sensitivity.The system must include a water chiller and that chiller must not be mounted to the instrument chassis and have the ability to be situated at a distance from the instrument.No thermostating should be required for system shut down or shift operation.The instrument must offer 10 years warranty on optical parts and detector.The instrument must have vertical plasma and the standard torch must be of a demountable 3 piece torch design.Optional single-piece torches must be available.Two plasma views must be available with radial & axial view with high resolution for better sensitivity.More than 43000 emission lines should be available.The instrument must be able to sequentially perform determinations across the entire spectrum, both UV and visible, in a single measurement.The instrument must be able to determine all desired elements in one analytical reading.No make-up gas should be required.Ups with at least 03 hours backup. <p>ICP SYSTEM:</p> <ul style="list-style-type: none">The instrument must be a bench-top model. Due to space limitation floor mounted instruments are not acceptable.



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I. ICP OES

S.no.	Equipment	Specifications
		<ul style="list-style-type: none">• The vertical plasma must be 'dual view' with the capability to Axial & Radial views for better sensitivity at the same time, or to read axially and radially sequentially, or to read axial or radial views separately.• The instrument must be able to run organic as well as aqueous matrices.• Organic matrices include oil, MIBK, Kerosene, and Hexanes.• The instrument must monitor gas pressures and flows, water flows and airflows.• The system must have interlocks around the plasma compartment door and also the torch loader and the interlocks must be continuously monitored and if any interlock is interrupted, the plasma is shutdown automatically.• The instrument must be able to operate in laboratory conditions that range from 15 – 35oC and a relative humidity or 20- 90 % non-condensing, non-corrosive.• The instrument must be able to operate in laboratories with temperature changes of up to 2°C per hour without any degradation of performance.• Plasma ignition and shut down must be computer controlled and totally automated.• The instrument must be able to operate with a single exhaust extraction directly coupled to the instrument, down to a minimum exhaust flow.• The power requirements of the instrument must not exceed 4.6 kVA (single phase mains input voltage between 200-240 VAC, 50-60 Hz), and draw a maximum of 32 amps.• All connections including gases, cooling water, power and communications should be accessed from the sides of the instrument, rather than the rear of the instrument, for easy maintenance and servicing.• System must comply international safety standards. <p><u>FLOW CONTROLS:</u></p> <ul style="list-style-type: none">• All gas flows to control plasma should be software controlled. This Includes the plasma gas, auxiliary gas, nebulizer gas and make up gas• Plasma argon gas flow must be controlled at flows ranging from 10.0-20.0 L/min at 0.1L/min increments.• Auxiliary gas flow must be controlled at flows ranging from 0.2-2.0L/min at increments of 0.05L/min• The nebulizer argon flow must be controlled from 0.1-1.5 L/min in 0.01 L/min increments.• The addition of Oxygen tor organics analysis must use an integrated gas control system and be Computer controlled. <p><u>SAMPLE INTRODUCTION SYSTEM:</u></p> <ul style="list-style-type: none">• The torch must be a vertically demountable torch that is mounted vertically.• After mounting the torch, no further manual adjustment of the torch is



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I. ICP OES

S.no.	Equipment	Specifications
		<p>required for alignment to the RF coil or for axial optical alignment, or for adjustment of the position of the injector tube.</p> <ul style="list-style-type: none">• The Instrument must include a double pass glass cyclonic spray chamber and a glass concentric nebulizer.• Must be able to accommodate high concentration brine solution up to 30%, must have HF kit for corrosive samples optionally.• The system must be able to accommodate commercially available, specialty nebulizers and spray chambers manufactured by third parties for maximum analytical flexibility.• The system must include a five channel, variable speed, computer controlled peristaltic pump which allows for on-line addition of internal standards.• Peristaltic pump must be capable for rapid uptake sample and washout.• The system must include a fully integrated (hardware and software) switching valve system for improving sample introduction and washout efficiency. <p><u>INSTRUMENT CONTROLLER:</u></p> <ul style="list-style-type: none">• The instrument controller must be a minimum or an industry standard Intel 3GHz processor, 8 MB cache, 8 GB RAM.• The computer must have a hard disk that will hold at least 500 G bytes of information at 7200RPM6G/s• The computer must include DVD +/- RW drive with an integrated sound card• The computer must have at least two USB ports and one serial (RS232) port.• The computer must have at least 2 NIC (network Interface cards)• The computer must have a minimum of a 21.5"flat panel color monitor and color, inkjet printer.• The computer must have Windows 10 Professional 64-bit operating system loaded. <p><u>SYSTEM DETECTOR:</u></p> <ul style="list-style-type: none">• The instrument must utilize a double focal plane with one CCD detector that is optimized for performance across the entire emission spectrum possible on the spectrometer.• All emission wavelengths need to be read sequentially which should be more than 43000 lines.• Detector must be of wide range vicinity 0.6 to 3.0nm.• The detector must be cooled by a Peltier device to a temperature of at least -10°C with high quantum efficiency and low noise level and simultaneous background correction.• The detector must have full wavelength scan for multi element analysis.• The detector must be hermetically sealed and require no gas consumption for detector purging.



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I. ICP OES

S.no.	Equipment	Specifications
		<p><u>RF GENERATOR:</u></p> <ul style="list-style-type: none">• Free running real 40MHz with 4 wire coil winding to avoid plasma collapse for high load.• The RF generator must be solid state and have an optimal power output range of 700 – 1700watts and be computer controllable in 10-watt increments.• The RF generator must be of free running design and have power transfer efficiency into the plasma of at least 75% to eliminate the need of an inefficient secondary matching networks.• Must have warm-up time of 15 minutes and quick method change, shift operation. <p><u>SOFTWARE:</u></p> <ul style="list-style-type: none">• The instrument controlling software must be 64-bit running under Microsoft Windows 10 Professional.• Methods and data must have flat file data storage. There must also be an option to embrace data storage into database.• The software must be able to display calibration curves for all of the elements analyzed simultaneously.• The software must be able to display all of the peaks from an analysis.• The software must provide automated background correction, whereby the user does not need to decide upon suitable background points for background correction.• The software must have the ability to do spectral interference correction.• Traditional Inter Element corrections (IEC) must be available and the system must be able to calculate these values automatically.• IEC factors must recalculate automatically when background correction points are changed eliminating the need to recollect the IEC data.• The system must be able to apply spectral interference correction in addition to background correction post sample analysis, eliminating the need to reanalyze the sample thus increasing productivity.• The software must allow for four different types of predefined check standards which may be customized by the instrument user. If samples are found to fail out of these limits, user defined corrective actions including recalibration and rerunning of samples must be available.• Additional QC capability must include at least three types of blank checks, multiple sample calculations including duplicates and dilution calculations and multiple spike calculations.• The instrument must be able to read both background and emission data and allow for manual or automatic background correction.• All raw data must be saved and the system must allow for post run reprocessing of the data including the changing of background correction points, standard values, curve-fit technique, and individual replicate editing.• Must include the capability to display a continuous full spectrum scan



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I. ICP OES

S.no.	Equipment	Specifications
		<ul style="list-style-type: none">• Calibration curves must be stored and be able to be recalled for later use.• The software must have a library of analytical wavelengths containing at least 43,000 lines whose relative intensities are determined on the instrument optical system.• Calibration equations must include linear, quadratic and rational and include functions of weighted fit and force through blank options.• The software must allow for at least 50 calibration standards and blanks.• The software must automatically identify spectral interference on any analyte lines of interest and give a ranking of the best emission lines per element, per sample.• The software must automatically identify if there blockage or leakage issues around the use of the nebulizer.• There must be access for the user to obtain free software updates for instrument.• The software must have the ability to identify user definable outlying results and only display results which are outside defined thresholds.• The software must have user definable counters to facilitate usage based routine maintenance <p>PERFORMANCE:</p> <ul style="list-style-type: none">• The instrument must meet all EPA Contract lab required detection limits, for methods based on ICP-OES.• The instrument must be able to meet all EPA CRDL's (3σ) for methods based on ICP-OES, using a concentric nebulizer with a cyclonic type spray chamber.• The instrument must have the following typical resolution or better: As 193.696 nm \leq0.005 nm Ti 190.796nm \leq0.005 nm• Stray light must be very little.• The instrument must have analytical linearity in excess of 6 orders of magnitude with the ability to use alternate wavelengths that are measured. <p>MISC:</p> <ul style="list-style-type: none">• The instrument must be new and a model currently in production.• Refurbished or demonstrator instruments are not acceptable.• The instrument warranty must be one-year parts, labor, and travel.• The instrument must include a water chiller that is separate from the instrument chassis and for safety concerns can be placed away from the instrument and RF generator.• An optional auto sampler must have total random-access capabilities and hold at least 180, 15 ml samples and 11 standard vials.• UPS with at least 03 hours backup.• Comprehensive support for equipment for 10 years.



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1. ICP OES

S.no.	Equipment	Specifications
		<ul style="list-style-type: none">Preventive maintenance 2 times a years along with consumables for 5 years

2. ICP MS

S.no.	Equipment	Specifications
2	ICP MS	<p>1. General</p> <ul style="list-style-type: none">The system should have compact bench-top design occupying a footprint of < 0.5 m² to fit the space constraints of the laboratory and be of open architecture sample introduction area.The system should be equipped with a collision reaction cell for interference removal.The instrument should be delivered with all necessary supplies and accessories required for the installation and start-up.The installation and training must be included. <p>2. Sample introduction</p> <ul style="list-style-type: none">3-channels computer controlled peristaltic pump for pumping of sample, internal standard and spray chamber drain.Thermoelectrically temperature controlled quartz spray chamber with concentric nebulizer must be standard.The proposal must include the capability of analyzing, with its standard sample introduction system, high percent levels of dissolved solids (e.g. undiluted seawater, and > 20% TDS) automatically without user dilution. <p>3. Vacuum and Cooling system</p> <ul style="list-style-type: none">Vacuum system of instrument should consist of single floor mounted rotary pump, which can be located remotely and a single 2-stage turbomolecular pump.The cooling water supply to the ICP-MS mainframe must be able to be supplied by chiller to ensure consistent cooling during operation.A suitable self-recirculating cooling system must be supplied for the proper operation of the ICP-MS system. <p>4. Gas flow controllers</p> <ul style="list-style-type: none">A minimum of 4 mass flow controllers should be standard to regulate the plasma, auxiliary, make-up and carrier gas flows.At least one or two collision/reaction cell gas line(s) should be available, depending on the application requirements, with the option of adding a 3rd cell gas line to cover all possible applications must be available.It is not acceptable to use an external gas manifold for the addition of a 3rd cell gas as dead volume is increased and changeover between 3 different cell gases cannot be automated within a run.



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2. ICP MS

S.no.	Equipment	Specifications
		<p>5. Plasma and ion optics</p> <p>Torch: One piece quartz torch with diameter of 2.5 mm for fast, easy replacement and high matrix tolerance. Demountable torches that use O ring seals are not acceptable as they increase maintenance time and possibly introduce sample contamination.</p> <p>Torch xyz position:</p> <ul style="list-style-type: none">• Torch position should be fully computer controlled and auto-tunable in all three axes. The movement in each axis should be independent of other two. Torch position and reproducibility should be 0.1mm in all three axes. Computer readout of torch position is required for method and data audit purposes.• Sampling depth must be adjustable from 4 to 27 mm, or better. <p>RF generator:</p> <ul style="list-style-type: none">• For tolerance of changes in sample matrix, the system must include a high power-transfer efficiency and maintenance-free solid state digital drive 27 MHz RF generator with variable-frequency impedance matching.• The RF power range should be from 500 W to 1,600 W.• The RF generator must be able to change from volatile organic solvents to aqueous samples without affecting plasma stability, even if highly volatile organic solvents are introduced. <p>Interface:</p> <ul style="list-style-type: none">• The instrument must be capable of delivering the sensitivity performance detailed in the specifications listed in Table I while having the capability to analyzing complex, high matrix samples in the same configuration. It is not acceptable to have to use different interface cones or cone inserts to achieve both sensitivity specifications and high matrix sample analysis capability.• The standard configuration supplied for the sample interface must be able to analyse samples with high total dissolved solids >20% (m/v) without the need for any additional accessories.• The interface skimmer cones must not require separate cone inserts for different applications to maximize operational versatility and to minimize operating costs. <p>Ion optics:</p> <ul style="list-style-type: none">• The instrument should be equipped with off-axis lens to eliminate the effect of photons and neutrals on signal background. Photons stop designs are not acceptable since they introduce severe mass bias reducing low mass sensitivity.• The primary ion deflection assembly should be located outside the main



2. ICP MS

S.no.	Equipment	Specifications
		<p>vacuum system to allow for removal, cleaning and replacement without the need to break the main (analyzer) vacuum system to avoid downtime before analysis can commence.</p> <p>6. Collision/Reaction Cell System:</p> <ul style="list-style-type: none">• The collision reaction cell must be passive (non-scanning) type with a fast cell gas switching time of less than 5 seconds to ensure a faster overall analysis time.• The collision reaction cell should be able to be operated effectively in collision mode using pure He.• A H₂/He cell gas mixture is not acceptable since H₂ generates hydride interferences in complex matrices.• Use of reactive gases such as CH₄ and NH₃ or reactive gas blends is not acceptable since they react with the sample matrix causing new interferences.• Since we analyze unknown matrices, reactive gases are not applicable to all analytes since new interferences created in the cell can't be predicted.• The collision reaction cell must be able to use pure He cell gas, not only a small set of analytes.• The ICP-MS must also be able to be used for semiquantitative analysis in cell gas mode using He cell gas.• The collision reaction cell must be able to determine both As and Se at their original masses of 75 and 78, respectively, in a matrix of 0.5-3% Cl, typically found in most food and environmental samples.• The cell gas must only use pure He gas for this analysis instead of O₂, NH₃, or CH₄ to ensure safe operation.• The collision reaction cell supplied must be able to be used for the multi-element analysis of unknown sample containing Cl, SO₄, and organic contents, without the need for additional interference correction equations.• The collision reaction cell must be able to support the use of a second reactive cell gas line option such as H₂. <p>7. Quadrupole Mass Analyzer:</p> <ul style="list-style-type: none">• The quadrupole rods must be truly hyperbolic in cross section to generate a theoretically correct hyperbolic field.• Ceramic or metal rods are acceptable but not with round cross-section. Round cross-section rods have poorer transmission at increased resolution than hyperbolic cross section rods.• Operating frequency of the quadrupole mass spectrometer must be 3 MHz to provide superior ion transmission, and abundance sensitivity, even at higher resolution settings used for half-mass measurements.• Mass resolution range must be variable from 0.3 – 1.0 a.m.u.• The abundance sensitivity (measured at Cs) must be:



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2. ICP MS

S.no.	Equipment	Specifications
		<p>Low mass side: $\leq 5 \times 10^{-7}$ High mass side: $\leq 1 \times 10^{-7}$</p> <p>8. Ion Detection System:</p> <ul style="list-style-type: none">• The ion detection system must feature an off-axis orthogonal design to minimize on background noise without introducing mass bias.• The fast transient signals analyzed will include the study of all major elements and traces in small samples. In order to achieve this, we require a system capable of a linear dynamic range of 10 orders of magnitude (0.3 cps to 4 Gcps) without the need to use increased resolution at the highest concentration point or to reduce system sensitivity through attenuation of mass signals in the collision reaction cell.• Proof must be provided to support compliance claims.• The minimum dwell time for time resolved analysis must be 3 ms and can be reduced to 0.1 msec by adding the Fast TRA option. <p>8. Data Handling System:</p> <ul style="list-style-type: none">• The instrument should come with the software for data acquisition, processing and reporting. The appropriate PC system including printer shall be included.• One-Click Plasma Setting should be provided for simpler, more reproducible plasma optimization.• The system software must include a method wizard for method development that is matrix-specific to enable all users (experienced and new) to achieve high-quality results with confidence.• ISTD and QC signal trending charts must be available.• The system software must be supplied with preset method application to simplify method development.• The system software must support the creation of data reporting templates without the need to use Microsoft Excel.• The instrument must be supplied with a suitable software application module for single particle ICP-MS analysis.• The instrument must include provision for an optional chromatography data software to support future speciation analysis.• Must include Mass Profiler software for determine relationships among two or more sample groups and variables. It provides advanced statistical analysis and visualization tools for ICP-MS data. <p>9. Autosampling System</p> <ul style="list-style-type: none">• A suitable autosampler with built-in sample tray cover must be provided to prevent contamination from the work environment.• The autosampler should be constructed of inert materials to avoid sample contamination.• The autosampler must cater to >70 samples at any one time



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2. ICP MS

S.no.	Equipment	Specifications																																		
		<p>10. Additional Considerations:</p> <ul style="list-style-type: none"> The required tuning, internal standard and multielement calibration standard solutions must be provided. Familiarization tutorials featuring video clips on various operations and maintenance of the proposed ICP-MS system must be available as a reference for new users. At least 12 months comprehensive warranty with maintenance package to be included. Hardware and software qualification Multi-element calibration standard 2A, 100 mL: 10 mg/L of Ag, Al, As, Ba, Be, Ca, Cd, Co, Cr, Cs, Cu, Fe, Ga, K, Li, Mg, Mn, Na, Ni, Pb, Rb, Se, Sr, Tl, U, V, Zn; matrix 5% HNO₃ Required gases with regulators UPS 10 KVA (1 Hour backup) Stabilizer On-site training must be provided to familiarize our staffs on the operation and maintenance of the instrument. The instrument supplied must include a post-sales support guarantee for at least 7 years after the date of purchase. 																																		
		No Gas mode																																		
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td rowspan="3" style="width: 40%;"><i>Sensitivity (Mcps/ppm)</i></td> <td style="width: 30%;">Li (7)</td> <td style="width: 30%; text-align: right;">≥ 50</td> </tr> <tr> <td>Y (89)</td> <td style="text-align: right;">≥ 160</td> </tr> <tr> <td>Tl (205)</td> <td style="text-align: right;">≥ 80</td> </tr> <tr> <td>Oxide</td> <td>(CeO⁺/Ce⁺)</td> <td style="text-align: right;">≤0.5% - 1.5%</td> </tr> <tr> <td>Doubly charged</td> <td>(Ce²⁺/Ce⁺)</td> <td style="text-align: right;">≤3.0%</td> </tr> <tr> <td>Background (No gas mode)</td> <td>(9 amu)</td> <td style="text-align: right;">≤1 cps</td> </tr> <tr> <td rowspan="3">Detection limits</td> <td>Be (9)</td> <td style="text-align: right;">≤0.5 ppt</td> </tr> <tr> <td>In (115)</td> <td style="text-align: right;">≤0.1 ppt</td> </tr> <tr> <td>Bi (209)</td> <td style="text-align: right;">≤0.1 ppt</td> </tr> <tr> <td rowspan="2">Short Term Stability (%RSD)</td> <td>20 min</td> <td style="text-align: right;">≤2.0%</td> </tr> <tr> <td>2 hr</td> <td style="text-align: right;">≤3.0%</td> </tr> <tr> <td>Long Term Stability (%RSD)</td> <td>2 hr</td> <td style="text-align: right;">≤3.0%</td> </tr> <tr> <td>Isotope ratio precision (%RSD)</td> <td>Ag (107)/Ag (109)</td> <td style="text-align: right;">≤0.1%</td> </tr> </tbody> </table>	<i>Sensitivity (Mcps/ppm)</i>	Li (7)	≥ 50	Y (89)	≥ 160	Tl (205)	≥ 80	Oxide	(CeO ⁺ /Ce ⁺)	≤0.5% - 1.5%	Doubly charged	(Ce ²⁺ /Ce ⁺)	≤3.0%	Background (No gas mode)	(9 amu)	≤1 cps	Detection limits	Be (9)	≤0.5 ppt	In (115)	≤0.1 ppt	Bi (209)	≤0.1 ppt	Short Term Stability (%RSD)	20 min	≤2.0%	2 hr	≤3.0%	Long Term Stability (%RSD)	2 hr	≤3.0%	Isotope ratio precision (%RSD)	Ag (107)/Ag (109)	≤0.1%
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		*Note that any compliant assigned with conditions or qualifiers shall be																																		



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3. UHPLC

Sno	Equipment	Specifications
		<ul style="list-style-type: none"> • Flow range mL/min Settable: 0.001 – 5 • Flow precision SD ≤ 0.07 % RSD or 0.01 min • Flow accuracy ± 1 % or ±10 µL/min, • Pressure operating range to 5 mL/min Up to 75 MPa or better up • Pressure pulsation MPa (5 bar), < 1 % amplitude or < 0.5 • Compressibility compensation Automatic • Recommended pH-range 1.0 – 12.5 • Delay volume ≤ 350 µL • Composition precision SD < 0.15 % RSD or 0.02 min • Composition accuracy ± 0.4 % absolute • Number of solvents 4 • Integrated Degassing 4, Internal volume per channel: 1.5 mL Number of channels: • Automatic purge valve software-embedded functionalities Enables automatic, <p><u>Column Thermostat:</u></p> <p><u>Specification:</u></p> <ul style="list-style-type: none"> • up to eight columns with 10 cm length and a temperature range from 20°C below ambient to 110°C all 8 columns available with column tag • Column identification module: Must offer an automatic column-identification module as standard for GLP documentation of column type, and major column parameters • Independent temperature zones: At least two independent temperature zones require. • Temperature accuracy must be ± 0.8 °C or ± 0.5 °C with calibration • Stackable must be a stackable, self-contained module with solvent resistant material used in all areas which may have contact with the mobile phase. • Pre column heating and post column cooling the module must enable pre column heating and post column cooling • Temperature range from 20°C below ambient to 110°C • Temperature Precision +/- 0.05 ° C <p>Diode Array Detector</p> <ul style="list-style-type: none"> • slit width Programmable: 1, 2, 4, 8, 16 nm • RFID tags Radio Frequency Identification Tags for flow



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3. UHPLC

Sno	Equipment	Specifications
		<p>cells and UV lamp</p> <ul style="list-style-type: none">• Number of signals Simultaneous acquisition of up to 8 compound specific wavelength• Linearity > 2 AU (upper limit)• Noise < $\pm 0.7 \times 10^{-5}$ AU at 254 nm and at 750 nm (cell path length 10 mm, response time 2 s, flow 1 ml/min LC-grade)• Wavelength range Wavelength range must be at least 190-950 nm, settable in 1 nm increments• Light source Dual lamp design (tungsten and deuterium)• Operating temperature The temperature operating range of instrument must be from 4°C to 55°C.• Maximum sampling rate 120 Hz• Drift Signal drift must be equal or smaller 0.9×10^{-3} AU/h after adequate warm up.• Detector type 1024-element diode array <p>Fluorescent Detector</p> <ul style="list-style-type: none">• Detection type Multi-signal fluorescence detector with rapid on-line scanning capabilities and spectral data analysis• Performance specifications Single wavelength operation: RAMAN (H₂O) > 500 (noise reference measured at signal) Ex=350 nm, Em=397 nm, dark value 450 nm, standard flow cell• Dual wavelength operation: RAMAN (H₂O) > 300 Ex 350 nm, Em397 nm and Ex 350 nm, Em 450 nm,• Light source Xenon Flash Lamp or equivalent• Maximum data rate 148 Hz <p>Columns</p> <ul style="list-style-type: none">• 8 Different columns with guard column• Software 21 CFR Compliant• UPS 10 KVA (3 hours backup) <p>Pesticide application Note</p> <p>The system must provide detection of food related products</p> <p>System Warranty & Technical Support</p> <ul style="list-style-type: none">• Warranty one year after commissioning of the instrument.• On-site installation, commissioning and training by factory trained Engineers



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3. UHPLC

Sno	Equipment	Specifications
		<ul style="list-style-type: none"> Local dedicated team of engineers, sales and application engineers Must have a comprehensive inventory for all parts Comprehensive support for equipment for 10 years. Preventive maintenance 2 times a years along with consumables for 5 years.

4. Ion Chromatography

Sno	Equipment	Specifications	
4	Ion Chromatography	Ion Chromatography	
		Technical Specifications	Requirements
		General Information	Fast determination of anions and cations
			Chromatography system to perform analysis of anions like fluoride,
			chloride, nitrite, nitrate, phosphate, sulphate etc. cations like sodium, lithium, potassium, calcium, magnesium etc. and transition metals one application at a time.
			Chromatography system performs both suppressed and non-suppressed conductivity applications
			This chromatograph separates anions (for anions optionally with suppressor technology) according to EPA 300.0 and cations.
			The flow paths should be of PEEK or inert material withstanding the entire pH range 0-14
			PC based system with data acquisition and system control through the same software.
		TECHNICAL SPECIFICATION OF IC	
		Method	Ion exchange chromatography of anions and



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4. Ion Chromatography

Sno	Equipment	Specifications
		cations in subsequent mode
	Auto sampler	standard loop 100 µL, 2 racks, each of them with space for 48 vials
		(1.5 mL) or 12 vials (6 mL), sample cooling
	Injection modes:	full loop (100 µL), partial loop (5 - 50 µL), microliter pickup (5 - 25 µL)
	Column	stainless steel / PEEK
	Temperature stability/ range	± 0.5 °C / ambient up to 50 °C
	Detection	conductivity detector
		noise: 0.02 µS/ s , range: 0 - 10 mS/cm
	effective cell volume	1 µL
	Isocratic pump system	max. pressure: 400 bar flow rate: 0.01 - 10.00 mL/min
		reproducibility of flow rate: 0.1 % RSD at 100 µL/min
	Maximum operating pressure	120 bar
	Control software & data acquisition	(21 CFR Part 11 compliant)
	Conductivity Detector	Conductivity detector for analysis of anion and cation, microprocessor based with a Thermostated micro-flow cell conductivity block, cell temperature stability/accuracy ±0.1° C. The user should be able to set temperature of the conductivity block up to 40°C.
		Conductivity measurement range: 0 – 10000 mS/



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4. Ion Chromatography

Sno	Equipment	Specifications
		cm
		Noise < 0.1nS/cm at 1uS/cm level
		Temperature coefficient range 0-5%
	Column Housing	Housing for one column in a thermostatic block with temperature control range 5°C to 40°C or better
	Injector	6-Port Rheodyne injector valve with fast response time and controlled through software.
	Suppressor	Membrane based suppressor for system using Hydroxide eluent or 'packed bed suppressor' along with carbonate suppressor for system using carbonates based eluent only for anions
	IC Columns	IC columns for analyses of anions, cations with respective guard columns.
	Data Processor	A PC with high end configuration for the data acquisition & processing system along with complete system control. The necessary software should be fully Windows based. The software should be able to control the system with 21 CFR part 11 compliance
		Auto sampler should have 2x48 vial position of vial capacity 2 mL . Should have non-metallic flow path and should be completely controlled by software.
	Consumables	Stocks Solution Standard 7 anions
		Stock Solution Standard 6 cations
		1.5 mL screw vials (100 pcs)
		Screw caps for sample vials (100 pcs)
		Snap ring vials (100 pcs)
		Caps for snap ring vials (100 pcs)



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4. Ion Chromatography

Sno	Equipment	Specifications
		Suppressor column
	Computer:	Processor – Intel® Core™ I5-8500T CPU, @ 2.11 GHz or latest; Motherboard- Compatible to processor; RAM (MB) - DDR3, 8GB or higher; 64 bits OS, x64 based processor Monitor - 21 inch or higher LED Monitor; Graphics – Compatible; ; Keyboard ; Mouse or equivalent, windows 10 Pro OS - Compatible
	Laser Printer	Branded Printer
	True On-line UPS	5 KVA online UPS, 30 minutes back up support.
	Calibration & Validation	Calibration & Validation of equipment should be performed once a year free of cost during service period
	Installation & Training	The supplier of the equipment will have to install the equipment at the laboratory site of River Research Institute. Validation of equipment should be performed once a year free of cost during service period
	Warranty	Minimum One (01) year after installation and training. Minimum 03 (three) years' service after the warranty period by qualified engineer/Technician at the laboratory site for smooth operation and maintenance of the equipment

5. FT-NIR

Sno	Equipment	Specifications
5.	FT-NIR	Quick wavelength calibration for rapid scanning Auto zero adjustment Built in SCM technology Auto background subtraction Rapid and non-destructive analysis



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5. FT-NIR

Sno	Equipment	Specifications
		Optical system Grating monochromator Wavelength range 1000 nm ~ 1800 nm Wavelength accuracy ± 1 nm Detector InGaAs detector Light source Halogen lamp Wavelength reproducibility ≤ 1 nm Wavelength scanning interval 4 nm, 8 nm, 16 nm Absorbance reproducibility 0.002 A (at 0.4 A) Signal to noise ratio ≥ 103 (at 1500 nm) Scanning time ≤ 2 mins Interface RS232 serial port Power AC 110V $\pm 10\%$; 50 Hz AC 220 V $\pm 10\%$; 60 Hz

6. Milk analyzer Fourier Transform Infrared

Requirements	Specifications
Working Principle and Application	Using Fourier Transform Infrared (FTIR) analysis, spectroscopic technique to screen for abnormalities in milk. Compositional analysis of liquid and semi-solid dairy products such as milk, cream, whey, yoghurt, creme fraiche, protein concentrates including WPC, chocolate milk as well as plant-based drinks such as soy, almond, oat, rice, coconut and pea milk and more
Included calibrations Milk	Fat, protein, total solids, solids non fat, lactose (incl. low lactose products), glucose, galactose, density, urea, titratable acidity, free fatty acids, casein, citric acid
Raw Cream, Processed cream,	Fat, protein, lactose, total solids, solids non fat
Whey Cream Whey & whey permeate	Fat, protein, lactose, total solids, solids non fat, titratable acidity
Optional calibrations Concentrated Whey & Permeate	Fat, protein, lactose, total solids, solids non fat, Titratable acidity Fat, protein, lactose, total solids, solids non fat
Concentrated & Fortified Milk Yoghurt	Fat, protein, lactose, total solids, solids non fat, glucose, fructose, sucrose, total sugars, lactic acid
	Fat, protein, lactose, total solids, solids non fat, glucose, fructose, sucrose,



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6. Milkalyzer Fourier Transform Infrared

& Fermented Desserts & Ice Cream	total sugars		
Freezing Point (FP)	Milk freezing point, cream freezing point (by applying conductivity sensor)		
Untargeted models for adulteration screening (ASM Models)	Calibration tool and ready to use abnormal milk screening models. ASM models for: Raw Cow's Milk, Raw Buffalo Milk, Processed Milk, Raw Goat Milk, Raw Sheep Milk, Pasteurized and Homogenized Milk, Fortified Milk With Added Proteins Such As Cheese, UHT Milk, Dry Milk Powder		
Targeted models for adulteration screening (TAM)	Ammonium sulphate Cyanuric acid Formaldehyde Hydroxyproline Maltodextrin	Maltose Melamine Sodium bicarbonate Sodium carbonate Sodium chloride Sodium citrate	Sodium nitrite Sorbitol Sucrose Added urea Added water Added fat indicator Dry Milk powder in milk and yogurt
Calibration range	According to application note		
Accuracy (milk)	$<1.0\% C_v$ (F, P, L, TS) (guaranteed) $<0.8\% C_v$ (F, P, L, TS) (typical) $<4.0 m^{\circ}C$ (FP)		
Repeatability (milk)	$<0.25\% C_v$ (F, P, L) $<0.20\% C_v$ (TS) $<1 m^{\circ}C$ (FP)		
Transferability (milk)	$<0.5\% C_v$ (F, P, L, TS)		
Carry over (milk and cream)	$<0.5\%$		
Adjustment routine	Automated slope/intercept procedure		
Sample volume milk and cream	<8.0 mL		
Measurement time (milk)	30 seconds		
Sample temperature	5 - 55 °C (the sample must be homogeneous)		
Ambient temperature	10 - 35 °C		
Advanced flow system	Automatic zero setting and clean. Cleaning defined according to properties and auto-adjust to each specific sample		
Automatic humidity control	Protected automatic drying system		
Intelligent diagnostics	Built-in ID chips for wear-time logging, service history and troubleshooting		
Network connections	LIMS, Software		
Demineralised water quality	ISO Grade 3 / ASTM Type IV or better		
Accessories	Accessories and parts included		



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6. Milkalyzer Fourier Transform Infrared

Installation Kit	Clean bottles, zero bottles, waste sensor
Tool kit	Allen keys
USB Memory Stick	Software installation USB Memory stick, License USB Memory stick, Documentation USB Memory stick
Installation Guide	Network setting, Software, Safety manual MSC
Compliance	AOAC, FDA

7. GC-MS with accessories

Sno	Equipment	Specifications
7.	GC-MS with accessories	<p>General Specifications;</p> <p>Up to 3 EFC modules total, injector, detector and auxiliary</p> <p>External events (digital output): 8 standard & 8 optional, total 16 Max number of timed events: 25 ,Heated zones: Standard 5</p> <p>Temperature range:</p> <p>Ambient +10 °C to 450 °C ,Liquid N2: -100 °C to 450 °C ,Liquid CO2: -60 °C to 450 °C</p> <p>Temperature program ramps/holds: 24/25 ,Maximum temperature ramp rate: 170°C/min for all voltages ,Cool down rate: 400 °C to 50 °C in 4.5 minutes ,Temperature set-point resolution: 0.1°C ,Ambient temperature reject <0.01°C change in oven for 1°C change in ambient temp</p> <p>Retention Time Repeatability <0.008% or < 0.0008 min, based on Pentadecane under temperature program conditions Area repeatability < 1% RSD</p> <p>Maximum injectors: two, operating concurrently Pneumatics: Electronic Flow Control (EFC),</p> <p>Quadrupole with pre- and post-filters High ion transmission efficiency Lens-free design</p> <p>Mass Range:1 – 1200 Da. Scan Rate:Up to 20,000 Da/sec. Dwell Time:1 ms.</p> <p>Resolution: User-adjustable from 0.7 – 4 Da, also with three user-selectable Settings (Unit, Standard, Open).Detector: Electron multiplier with ±5 kV post acceleration and</p> <p>With on-the-fly multiplier gain optimization for Extended Dynamic Range (EDR™); direct ion collection onto multiplier for negative ion detection without dynode loss. OMOLECULAR PUMP</p> <p>Pump: Dual stage, 310/400 L/sec, air-cooled for helium carrier gas</p>



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7. GC-MS with accessories

Sno	Equipment	Specifications
		<p>flow up to 25 mL/min.</p> <p>Complete with Auto sampler, Helium, Hydrogen, & Air Cylinders with regulators along with UPS.</p> <p>Complete Installation & Training.</p>

8. FTIR with accessories

S.no.	Equipment	Specifications
8.	FTIR with accessories	<p>Specifications</p> <p>The system should comprise of the following specifications</p> <p>Michelson interferometer, with dynamic alignment, high stability</p> <p>Include top-mounted DLATGS/ DTGS</p> <p>Wavenumber: 7800-350 cm-1</p> <p>0.25 cm-1 resolution with variable aperture or better</p> <p>Signal to noise ratio: 60,000:1 peak to peak or better</p> <p>Tungsten-Halogen white /high energy ceramic light source</p> <p>The FTIR must have a built in Dehumidifier.</p> <p>Diamond ATR should be provided for powder/liquid/ solid samples.</p> <p>Should have option to expandable with the GC-IR and NIR modules</p> <p>Compatible with Continuum FT-IR Microscope and TGA Accessory</p> <p>Sealed and desiccated with KBr/KRS sample compartment windows</p> <p>Standard Software Must have CFR part 11 compliance and have compliance of data integrity.</p> <p>Original Licensed software support for spectrometer and modules</p> <p>Auto Analyze feature to perform and report TQ prediction, searching, Qcheck or Peak Labelling immediately after collection.</p> <p>Automatic atmospheric suppression to remove H2O and CO2</p>



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8. FTIR with accessories

S.no.	Equipment	Specifications
		<p>interferences (without any standards requirement)</p> <p>System Performance verification (SPV) monitors system status</p> <p>TQ Professional for quantitative and qualitative method development prediction and deployment.</p> <p>Full-featured report generator and electronic laboratory notebook</p> <p>Full array of data conversion and correction tools such as:</p> <p>Kubelka Munk, Kramers Kronig and Advanced ATR correction</p> <p>Complete set of spectral data processing tools</p> <p>Automation</p> <p>Microprocessor controlled optical bench digital speed control automatic gain selection, aperture changer, and</p> <p>advance system check.</p> <p>Default Transmission & Single Bounce Diamond ATR</p> <p>Reference Libraries</p> <p>The libraries for minerals, polymers, organic reagents, and inorganic reagents are standard and required.</p> <p>Data station computer</p> <p>computer Core i7 latest generation,</p>

9. Grain Analyzer

S.no.	Equipment	Specifications	
9	Grain Analyzer	Size	Hand-held
		Batteries	6 x AA batteries / rechargeable batteries
		Battery operation	50 to 150 measurements depending on battery quality and type of use
		Measurement principle	Near infrared transmittance spectroscopy
		Sample size	≈ 3 grams (60-80 cereal kernels)



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9. Grain Analyzer

S.no.	Equipment	Specifications	
		Measurement time	About 30 seconds, including the Analyzer warm-up and the user loading the sample
		Species	Wheat and barley Oats, rye, and rapeseed Maize and soybean and other cereals crops
		Operational conditions	+5 to +45 C 20 to 90 % RH (non condensing)
		Storage temperature	-10 to +60 C
		Protection	Designed for outdoor use - except raindrops on the sample tray will affect the moisture result
		Bluetooth	LE 5.0
		Language	Latin and non-Latin alphabets supported, symbols
		Mobile application	Android/iOS
		Technical Use	The handheld device measures the quality of cereal grains and other crops in seconds: protein moisture, carbohydrates, and oil contents * The Technical principle is Near-infrared (NIR) spectroscopy in the so-called third overtone wavelength range.



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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:

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

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

v. Tax Registration:

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

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



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Pakhtunkhwa Act No. XXI of 2013

vii. Bid Security:

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

viii. Price/Bid Validity:

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

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

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

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

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



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TECHNICAL EVALUATION CRITERIA (WEIGHT=70)

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



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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)

iii. **Company's / Bidders capacity and Capability:** to perform the contract. Capacity and Capability will be measured in terms of following:

a) **Financial Capabilities:**

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

- **Profitability**

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

- **Solvency Ratio**

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

- **Turnover**

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

iv. **Bidder's / firms Experience:**

a. **Specific Experience:**

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

b. **General Experience:**

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

Note: The Certificate should NOT be older than 03 years.

v. **Delivery Schedule:** Procuring Agency requires all the equipment to be delivered within a maximum of Thirty (30) days from the day of the award of the contract or issuance of Purchase Order.

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

a. **Warranty:** Warranty provided is compliant to the requirements of each equipment as specified under schedule of requirements for each equipment.

b. **Technical Support & After Sales Services.** Evidence and capability of firm/Bidders/ manufacturer for technical support & after sales service for the same item beyond warranty



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period. At least 3-part replacement or 05-Repair / After Sale Service Certificate stating Excellent or Good from Semi Government / Government Departments supplying similar goods will be submitted.

- c. **Manufacturer's / principle approved workshop facility:** Availability of Manufacturer's / Principle's approved workshop / service center facility within procuring entity's country i.e Pakistan.

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



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Technical Evaluation Methodology (Weight=70)

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

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

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

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

SCORING AND WEIGHTING PRINCIPLES



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

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

Financial Evaluation

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

a. Financial Evaluation:

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

Financial Evaluation Formula:

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



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TECHNICAL EVALUATION CRITERIA

SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
1	Quality	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
			d. 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
2	Reference Location(s) (<i>Certificate from Institutions/ Laboratory (Govt or Semi Gov or Private), where same model has been installed within Procuring Entity's country</i>)	10	Bidder with the highest number of certificates will be awarded Ten (10) score, other bidders will be awarded score as per following: (Highest No. of Certificates / Number of Certificates of bidder) x 10	
3	Performance certificate (<i>Certificate from Institutions/ Laboratory (Govt or Semi Govt or Private), where same model has been installed in the previous 2 years</i>)	10	Bidder with the highest number of certificates will be awarded Ten (10) score, other bidders will be awarded score as per following: (Highest No. of Certificates / Number of Certificates of bidder) x 10	
a	Manufacturer / Principle Quality Certification	10	a. Manufacturer and Manufacturing site of offered equipment is registered & certified for Quality ISO 9001:2015 or equivalent	10



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TECHNICAL EVALUATION CRITERIA

SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
			b. Manufacturer and Manufacturing site of offered equipment is registered & certified for Quality ISO 9001:2015 or equivalent	0
4	Delivery Period	10	a. Delivery within 30 Days from the day of issuance of Purchase Order	10
			b. Delivery within 60 Days from the day of issuance of Purchase Order	05
			c. Delivery within 90 Days from the day of issuance of Purchase Order	02
5	Company's / Bidders capacity & Capability	10		
i	Audit Reports	05	a. Audit reports of last consecutive 3 years showing Good financial position of bidder's firm / company submitted.	5
			b. Audit reports of last consecutive 2 years showing average financial position of bidder's firm / company submitted.	3
			c. Audit reports of last consecutive 1 years showing Good financial position of bidder's firm / company submitted.	1
ii	Liquidity Ratio: Current ratio (Current Assets/ Current liabilities)	05	Current ratio > 1	05
			Current ratio < 1	0
6	Bidder's / firms Experience	15		
a	Specific Experience	10	a. 05 supply completion certificates submitted are provided issued by purchaser of Semi	10



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TECHNICAL EVALUATION CRITERIA

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



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TECHNICAL EVALUATION CRITERIA

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



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TECHNICAL EVALUATION CRITERIA

SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
			b. 2-part replacement or 03-Repair / After Sale Service Certificate stating Excellent or Good from Semi Government / Government Departments supplying similar goods will be submitted	03
			c. 01-part replacement or 01-Repair / After Sale Service Certificate stating Excellent or Good from Semi Government / Government Departments supplying similar goods will be submitted.	01
c	Manufacturer's / Principles approved Workshop / Service Center Facility	05	Manufacturer's / principle approved workshop facility available within procuring entity's country	05
			Manufacturer's / principle approved workshop facility is not available within procuring entity's country	0
	Total Weight: Criteria (i + ii + iii + iv + v + vi) =	100		



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ANNEX-A

Returnable Bidding Forms

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

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



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



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

THE GOVERNING RULES.

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



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ANNEX-B

TECHNICAL BID FORM I

Bidder's Ref No.

Letter of Intention

Name of the Contract: {_____}

To: [_____]

Dear Sir,

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

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

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

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

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

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

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

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

Signature



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ANNEX-D

Performance Security Form

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

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]



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ANNEX-E

Manufacturer's Authorization Form

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

To: Khyber Pakhtunkhwa Food Safety & Halal Food Authority

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

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

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

[signature for and on behalf of Manufacturer]

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



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INTEGRITY PACT

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

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

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:[Seal]

Signature:{Seal}