



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



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

**INVITATION FOR BID  
NON-CONSULTING SERVICES**

**FOR  
OUTSOURCING OF OPERATIONS & MANAGEMENT OF TOLL-  
FREE COMPLAINT MANAGEMENT CALL CENTRE OF KHYBER  
PAKHTUNKHWA FOOD SAFETY & HALAL FOOD  
AUTHORITY**



**IFB No. KPFS&HFA/(Call Center)/04/2022-02  
May 2022**



## **Summary**

### **Invitation / Request for Bid**

### **Invitation for Bid - Request for Bids (IFB)**

### **Bidding Document: Request for Bids – Non-Consulting Services**

## **PART I – BIDDING PROCEDURES**

### **Section I - Instructions to Bidders (ITB)**

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

### **Section II - Bid Data Sheet (BID DATA SHEET)**

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

### **Section III - Qualification and Evaluation Criteria**

This Section specifies the criteria to determine the Most Advantageous Bid..

### **Section IV - Bidding Forms**

This Section includes the forms for the Bid Submission, Price Schedules, and Bid Security to be completed and submitted by the Bidder as part of its Bid.

### **Section V - Eligible Countries**

This Section contains information regarding eligible countries.

### **Section VI - Fraud and Corruption**

This Section includes the Fraud and Corruption provisions which apply to this Bidding process.

## **PART 2 – PROCURING ENTITY’S REQUIREMENTS**

### **Section VII - Activity Schedule**

This Section includes the List of Non-Consulting Services and Completion Schedules that describe the Services to be procured.

## **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section VIII - General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all contracts.

### **Section IX - Special Conditions of Contract (SCC)**

The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Procuring Entity.

### **Section X - Contract Forms**

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.



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## INVITATION FOR BID

Date: 27<sup>th</sup> April 2022

No. KPFS&HFA/(Call Center)/04/2022-02

### **OUTSOURCING OPERATIONS & MANAGEMENT OF TOLL-FREE COMPLAINT MANAGEMENT CALL CENTER**

Sealed bids are invited under Single Stage-Two Envelope procedure from eligible bidders/firms/ companies for “**Operations & Management of Toll-Free Complaint Call Center**” of Khyber Pakhtunkhwa Food Safety & Halal Food Authority, complete details are provided in Bid Solicitation Documents.

Description of Items	Bid Security
Services of firm/ organization is required for <b>Operations &amp; Management of Toll-Free Complaint Management Call Center</b> 07 days a week inbound Operations, dedicated & shared module, Inbound / Outbound calls. Service provider will use CRS portal provided by the procuring entity to register & forward complaints, Feedback report will be sent to complainer on resolution of complaints. Daily, Weekly & Monthly digitized report to be shared with procuring entity.	@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

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

Bids complete in all respects must reach to the Office of undersigned on bid closing time till **11:00 AM** date **17<sup>th</sup> May 2022**. All the bids received before closing time & date will be opened on the same day after one hour at **12:00 NOON** date **17<sup>th</sup> May 2022** in the presence of the bidders.

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



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## CORRIGENDUM

With reference to Invitation for Bid (IFB) No. KP-FS&HFA/Pro(Call Center)/04/2022-02 for **OUTSOURCING OF OPERATIONS & MANAGEMENT OF TOLL-FREE COMPLAINT MANAGEMENT CALL CENTRE** published in **Dawn Newspaper** on **3<sup>rd</sup> May 2022**. Following changes have been made and are notified to all interested bidders:

- I. Bid Closing Time & Date for submission of bids has been extended till **Time: 11:00 am & Date: 26<sup>th</sup> May 2022**. All bids received before bid closing time and date will be opened on the same day after 01 (One) hour at 12:00 pm in the conference room of **Khyber Pakhtunkhwa Food Safety & Halal Food Authority**.

All other conditions will remain the same.

**Assistant Director (Procurement)**  
**KP-Food Safety & Halal Food Authority**  
**Phone No. 091-9212959**





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## **PART I – BIDDING PROCEDURES**







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## **Section I - Instructions to Bidders**

### **A. General**

#### **I. Scope of Bid**

I.1 In connection with the Specific Procurement Notice - Request for Bids (IFB), specified in the Bid Data Sheet (**BDS**), the Procuring Entity, as specified in the BDS, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Procuring Entity's Requirements. The name, identification and number of lots (contracts) of this IFB procurement are specified in the BDS.

I.2 Throughout this bidding document:

- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- (b) if the context so requires, "singular" means "plural" and vice versa; and
- (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays;
- (d) "Service Provider's Personnel" is as defined in GCC Sub-Clause I.1; and
- (e) "Procuring Entity's Personnel" is as defined in GCC Sub-Clause I.1.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

I.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.

#### **2. Source of Funds**

2.1 The Procuring Entity or Recipient (hereinafter called "Procuring Entity") specified **in the BDS** has applied for or received financing (hereinafter called "funds") from the International Procuring Entity for Reconstruction and Development or the International Development Association (hereinafter called "the Procuring Entity") in an amount specified **in the BDS**, toward the project named **in**



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**the BDS.** The Procuring Entity intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.

- 2.2 Payment will be made only at the request of the Procuring Entity and upon approval by the Competent Authority in accordance with the terms and conditions of the contract. Payment will not be released to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

## 3. Fraud and Corruption

- 3.1 It is Government's policy that Service providers under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Entity follows the instructions contained in Khyber Pakhtunkhwa Public procurement Rules 2014 which defines: "Corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another Party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a Party to obtain a financial or other benefit or to avoid an obligation;
- 3.2 Under Rule 44 of KPPR 2014, "The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices.
- 3.3 Such barring action shall be duly publicized and communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

## 4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be



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considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this Bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids.



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This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.

- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Procuring Entity, pursuant to the Procuring Entity's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Procuring Entity-financed contract or benefit from a Procuring Entity-financed contract, financially or otherwise, during such period of time as the Procuring Entity shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Procuring Entity's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Procuring Entity, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Procuring Entity.
- 4.7 A Bidder shall not be under suspension from Bidding by the Procuring Entity as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Procuring Entity's country prohibits commercial relations with that country, provided that the Procuring Entity is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council





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taken under Chapter VII of the Charter of the United Nations, the Procuring Entity's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

- 4.9 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 18.4.
- 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 4.11 A firm that is under a sanction of debarment by the Procuring Entity from being awarded a contract is eligible to participate in this procurement, unless the Procuring Entity, at the Procuring Entity's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

## 5. Qualification of the Bidder

- 5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of Bidders has been undertaken as stated in ITB 18.4, the provisions on qualifications of the Section III, Qualification and Evaluation Criteria shall not apply.

## B. Contents of Bidding Document

### 6. Sections of Bidding Document

- 6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

#### **PART 1: Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - BDS (BDS)
- Section III - Qualification and Evaluation Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

#### **PART 2: Procuring Entity's Requirements**

- Section VII - Procuring Entity's Requirements



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## PART 3: Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (IFB) or the notice to prequalified Bidders, as the case may be issued by the Procuring Entity is not part of this bidding document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

### 7. Clarification of Bidding Document

7.1 A Bidder requiring any clarification of the bidding document shall contact the Procuring Entity in writing at the Procuring Entity's address specified **in the BDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Procuring Entity shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Procuring Entity shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Procuring Entity shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.

### 8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of Bids, the Procuring Entity may amend the bidding document by issuing addenda.

8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Procuring Entity in accordance with ITB 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITB 8.1.





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- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.

## C. Preparation of Bids

### 9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

### 10. Language of Bid

- 10.1 The Bid 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 BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

### 11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 13;
  - (b) **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15;
  - (c) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20.1;
  - (d) **Alternative Bid:** if permissible in accordance with ITB 14;
  - (e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
  - (f) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
  - (g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;



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(h) **Conformity:** documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and

(i) any other document required **in the BDS**.

11.2 In addition to the requirements under ITB 12.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

## 12. Letter of Bid and Activity Schedule

12.1 The Letter of Bid and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

## 13. Alternative Bids

13.1 Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Procuring Entity.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different time schedules will be described in Section III, Qualification and Evaluation Criteria.

14.3 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

## 14. Bid Prices and Discounts

14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Activity Schedule(s) shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

14.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications, based on the priced Activity Schedule, submitted by the Bidder.



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- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1.
- 14.5 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications, and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 14.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.
- 14.7 If provided for **in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.
- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Procuring Entity's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Procuring Entity's Country, unless otherwise specified **in the BDS**.
- 15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Procuring Entity's Country.
- 15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder.
- 15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1.

### 15. Currencies of Bid and Payment



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## 16. Documents Establishing Conformity of Services

- 15.5 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Employer's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 15.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.
- 16.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.
- 16.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.

## 17. Documents Establishing the Eligibility and Qualifications of the Bidder

- 17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 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 that the Bidder meets each of the qualification criterion specified in Section III, Qualification and Evaluation Criteria.
- 17.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 17.4 In the event that prequalification of Bidders has been undertaken as stated **in the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.





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## 18. Period of Validity of Bids

17.5 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Qualification and Evaluation Criteria.

18.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Procuring Entity in accordance with ITB 9. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Procuring Entity in accordance with ITB 9, shall be rejected by the Procuring Entity as nonresponsive.

18.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity specified in accordance with ITB 19.1, the Contract price shall be determined as follows:

- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
- (b) in the case of adjustable price contracts, no adjustment shall be made; or
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

## 19. Bid Security

19.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.



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19.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a Procuring Entity or non-Procuring Entity financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security specified **in the BDS**,

from a reputable source and an eligible country. If the unconditional guarantee is issued by a non-Procuring Entity financial institution located outside the Procuring Entity's Country, the issuing non-Procuring Entity financial institution shall have a correspondent financial institution located in the Procuring Entity's Country to make it enforceable, unless the Procuring Entity has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a Procuring Entity guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Procuring Entity prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2.

19.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Procuring Entity as non-responsive.

19.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.

19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

19.7 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or





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(b) if the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB 45; or
- (ii) furnish a performance security in accordance with ITB 46.

19.8 The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.

19.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB 45; or
- (ii) furnish a performance security in accordance with ITB 46;

the Procuring Entity may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Procuring Entity for a period of time as stated **in the BDS**.

## 20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12, bound with the volume containing the Form of Bid, and clearly marked "Original." In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization



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shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## **D. Submission and Opening of Bids**

### **21. Sealing and Marking of Bids**

21.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:

- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 12; and
- (b) in an envelope marked “COPIES”, all required copies of the Bid; and
- (c) if alternative Bids are permitted in accordance with ITB 14, and if relevant:
  - (i) in an envelope marked “ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
  - (ii) in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Procuring Entity in accordance with ITB 23.1;
- (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and



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- (d) bear a warning not to open before the time and date for Bid opening.

21.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Bid.

## 22. Deadline for Submission of Bids

22.1 Bids must be received by the Procuring Entity at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 23. Late Bids

23.1 The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Procuring Entity after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

## 24. Withdrawal, Substitution and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- (b) received by the Procuring Entity prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.

24.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.



## **25. Bid Opening**

- 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.
- 25.1 Except as in the cases specified in ITB 23 and ITB 25.2, the Procuring Entity shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the BDS**.
- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.



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- 25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further. The Letter of Bid and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Bid opening in the manner specified **in the BDS**.
- 25.7 The Procuring Entity shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).
- 25.8 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the Bid Price, per lot (contract) if applicable, including any discounts; and
  - (c) any alternative Bids;
  - (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.
- 25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## E. Evaluation and Comparison of Bids

### 26. Confidentiality

- 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on the Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 41.
- 26.2 Any effort by a Bidder to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.





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## 27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Procuring Entity may, at the Procuring Entity's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Bids, in accordance with ITB 32.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Entity's request for clarification, its Bid may be rejected.

## 28. Deviations, Reservations, and Omissions

- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

## 29. Determination of Responsiveness

- 29.1 The Procuring Entity's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.
- 29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or





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(ii) limit in any substantial way, inconsistent with the bidding document, the Procuring Entity's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Procuring Entity shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## 30. Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any nonconformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Procuring Entity shall use its best estimate.

## 31. Correction of Arithmetical Errors

31.1 Provided that the Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit



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price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid.

## 32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.

## 33. Margin of Preference

33.1 A margin of preference shall not apply.

## 34. Evaluation of Bids

34.1 The Procuring Entity shall use the criteria and methodologies listed in this ITB and Section III, Qualification and Evaluation Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

34.2 In evaluating the Bids, the Procuring Entity will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:

- (a) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;



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- (b) price adjustment due to discounts offered in accordance with ITB 15.4;
- (c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 33;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
- (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications; and
- (f) the additional evaluation factors are specified in Section III, Qualification and Evaluation Criteria.

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Qualification and Evaluation Criteria.

## 35. Comparison of Bids

35.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

## 36. Abnormally Low Bids

36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

36.2 In the event of identification of a potentially Abnormally Low Bid, the Procuring Entity shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

36.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Bidder has failed to



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demonstrate its capability to perform the Contract for the offered Bid Price, the Procuring Entity shall reject the Bid.

### **37. Qualification of the Bidder**

- 37.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Qualification and Evaluation Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.
- 37.3 Prior to Contract award, the Procuring Entity will verify that the successful Bidder (including each member of a JV) is not disqualified by the Procuring Entity due to noncompliance with contractual SEA/SH prevention and response obligations. The Procuring Entity will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Procuring Entity will require the Bidder to propose a replacement subcontractor.
- 37.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Procuring Entity shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

### **38. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids**

- 38.1 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 Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

### **39. Standstill Period**

- 39.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the



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Procuring Entity has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Procuring Entity, the Standstill Period shall not apply

## 40. Notification of Intention to Award

40.1 The Procuring Entity shall send to each Bidder, the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
- (e) the expiry date of the Standstill Period; and
- (f) instructions on how to request a debriefing or submit a complaint during the standstill period.

## F. Award of Contract

### 41. Award Criteria

41.1 Subject to ITB 39, the Procuring Entity shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

### 42. Notification of Award

42.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 40.1, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance or Purchase Order") shall specify the sum that





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the Procuring Entity will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

42.2 At the same time, the Procuring Entity shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Procuring Entity;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) name of Bidders whose Bids were rejected and the reasons for their rejection;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 45.1.

42.3 The Contract Award Notice shall be published on the Procuring Entity's website and KPPRA's website.

42.4 Until a formal Contract is prepared and executed, the Letter of Acceptance or Purchase Order shall constitute a binding Contract.

### **43. Debriefing by the Procuring Entity**

43.1 On receipt of the Procuring Entity's Notification of Intention to Award referred to in ITB 41, an unsuccessful Bidder has three (3) Business Days to make a written request to the Procuring Entity for a debriefing. The Procuring Entity shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

43.2 Where a request for debriefing is received within the deadline, the Procuring Entity shall provide a debriefing within five (5) Business Days, unless the Procuring Entity decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the





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standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Procuring Entity shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

43.3 Where a request for debriefing is received by the Procuring Entity later than the three (3)-Business Day deadline, the Procuring Entity should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

43.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

**44. Signing of Contract** 44.1 The successful Bidder shall sign, date and return to the Procuring Entity, the Contract Agreement within Fifteen (15) days of its receipt.

**45. Performance Security** 45.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in the Procuring Entity's Country, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

45.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the Bidder offering the next Most Advantageous Bid.



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### 46. Adjudicator

46.1 The Procuring Entity proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

### 47. Grievance Redressal

47.1 The procedures for grievance related to Public Procurement are as specified in the BDS.





# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



## SECTION II – BID DATA SHEET (BDS)

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

ITB Ref	A. General
ITB 1.1	<p>The reference number of the Request for Bids (IFB) is: <b>KPFS&amp;HFA/Pro(Call Center)/04/2022-02</b></p> <p>The Procuring Entity is: <b>Khyber Pakhtunkhwa Food Safety &amp; Halal Food Authority</b></p> <p>The name of the IFB is: <b>Outsourcing Operations &amp; Management of Toll-Free Complaint Management Call Center</b></p>
ITB 1.3	<p><b>The Intended Completion Date is:</b></p> <p>The intended Completion Date will be after <b>1 year</b> from the day contract is signed by successful bidder and Procuring Entity. However, contract can be renewed with a yearly extension subject to performance review, mutual consent of Procuring Entity &amp; Service Provider and KPPRA Act 2012 and KPPRA Rules 2014.</p>
	<b>B. Contents of Bidding Document</b>
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Procuring Entity's address is: Attention: <b>Assistant Director Procurement</b> Address: <b>Khyber Pakhtunkhwa Food Safety &amp; Halal Food Authority</b> Floor/ Room number: <b>Ground Floor, New C&amp;W Building</b> City: <b>Peshawar</b> Country: <b>Pakistan</b> Telephone: <b>091-9212959</b> Electronic mail address: <b>info@kpfsa.gov.pk</b></p>
	<b>C. Preparation of Bids</b>
ITB 10.1	<p>The language of the Bid is: <b>English</b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p>
ITB 13.1	Alternative Bids <b>will not be</b> considered.
ITB 13.2	Alternative times for completion <b>are not</b> permitted.



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ITB 14.7	The prices quoted by the Bidder <b>shall not be</b> subject to adjustment during the performance of the Contract.
ITB 15.1	The Bidder <b>is</b> required to quote in the currency of the Procuring Entity's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITB 18.4	Prequalification <b>has not been</b> undertaken.
ITB 19.1	The period of Bid validity shall be for the life of the contract.
ITB 20.1	The Bidder shall provide bid security inside financial Bid, providing an affidavit for submission of bid security along with Technical Bid. Bid Security will be in Pak rupees in favor of KP-Food Safety & Halal Food Authority for an amount equal to <b>2%</b> of the total quoted price by the bidder (inclusive GST, if applicable) in shape of either pay order, demand draft valid for not less than 6 months. Bids not accompanied by bid security or with less amount of bid security will not be entertained.
ITB 20.1	In addition to the original of the Bid, the number of copies is: <b>one</b>
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Resolution of the firm in case bidder is a corporation, Power of Attorney signed by the owner in case the signatory is not the owner and the bidder is sole proprietor, and Power of Attorney.,
	<b>D. Submission and Opening of Bids</b>
ITB 23.1	<p>For <b><u>Bid submission purposes</u></b> only, the Procuring Entity's address is: <b><u>Khyber Pakhtunkhwa Food Safety &amp; Halal Food Authority Ground Floor, New C&amp;W Building, Khyber Road Peshawar</u></b></p> <p>Attention: [<b>Assistant Director (Procurement)</b>] Street Address: [<b>Khyber Pakhtunkhwa Food Safety &amp; Halal Food Authority Ground Floor, New C&amp;W Building, Khyber Road Peshawar</b>] Floor/ Room number: [<b>Ground Floor</b>] City: [<b>Peshawar</b>] Country: [<b>Peshawar</b>]</p>
ITB 23.1	<p>The deadline for Bid submission is: Date: <b>26<sup>th</sup> May 2022</b> Time: <b>11:00 AM</b> subsequently amended pursuant to ITB 22.2</p>



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



	Bidders <b>shall not</b> have the option of submitting their Bids electronically.
<b>ITB 25.1</b>	<b>The Bid opening shall take place at:</b> Street Address: <b>Khyber Pakhtunkhwa Food Safety &amp; Halal Food Authority Ground Floor, New C&amp;W Building, Khyber Road Peshawar</b> City: <b>Peshawar</b> Date: <b>26<sup>th</sup> May 2022</b> Time: <b>12:00 PM</b>
<b>ITB 25.6</b>	<b>N/A</b>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 33.1</b>	Bids will be evaluated on the basis of Technical & Financial criteria provided herein these bidding documents, only technically qualified bidders will qualify for financial bid opening and financial evaluation.
<b>F. Award of Contract</b>	
<b>ITB 41.1</b>	Bidder whose technical & financial proposals secures highest score as per evaluation criteria for price and non-price criteria provided in Section-III "Qualification & Evaluation Criteria" and ranked first, on the basis of combined technical and financial score will be awarded contract.
<b>ITB 46.1</b>	Dispute will be resolved as per arbitration act 1940 of Pakistan
<b>ITB 47</b>	The procedures for Grievance Redressal are detailed in the "Khyber Pakhtunkhwa Public Procurement Grievance Redressal Rules, 2017". Procuring Entity will process all grievance in light of the said the Rules.





### **SECTION III – ELIGIBILITY / QUALIFICATION AND EVALUATION CRITERIA**

The contract will be awarded to “Best Evaluated Bid”, Procuring Entity by applying following criteria and methodologies, shall determine the Best Evaluated Bid. “Best Evaluated Bid” is the bid which has been determined to be:

- (a) Substantially responsive to the bidding document, and
- (b) Has Lowest Evaluated Cost
- (c) Ranks 1st based on achieving highest combined Technical & Financial Evaluations Scores

The Bidder shall furnish documentary evidence to demonstrate that offers meet the following Qualification/ Eligibility requirement and Technical Evaluation Requirements, The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Only bids meeting following mandatory eligibility / qualification criteria will further qualify for Technical Evaluation:

<b>Eligibility Criteria</b>	
<b>Sno</b>	<b>Necessary Eligibility Information</b>
1	Minimum 5 years of proven experience of providing Call Center services, preferably to multinationals, Telecoms, autonomous bodies/international clients. Copies of contract or work order by clients should be furnished.
2	The company must have registered office in Peshawar
3	Registration with FBR for Income Tax and Registration with KPRA for Service Tax
4	Provide copy of tax returns of last year (Copy required)
5	Evidence of company's Registration / Incorporation (Copy required)
6	Affidavit on stamp paper, declaring that the company is not blacklisted by any government agency/ authority or any bi- lateral/multi-lateral financial institution? (MUST attach an undertaking by your firm's authorized person with this document)
7	<b>i. Verification:</b> The validity of the Bidder requires that all relevant forms be signed by authorized person or persons; and all the pages of the bidding document must be initialed or stamped by the bidder. <b>ii. Compliance to Agreement:</b> Accepting all the conditions set forth herein by signing each page of this document i.e ITB, GCC, SCC, Bid Data Sheet, Addendums / Corrigendum, Procuring Entity's requirements etc., and other mandatory Form's provision.
8	Provision of required bid validity



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



## Technical Evaluation Criteria

Technical Evaluation of the bid has been allotted 70% weightage. Bids will be scored for 100 points/ marks Bids achieving minimum score (70) out of total (100) Weighted Score (49) of Technical Evaluation will stand Technically Qualified and will qualify for Financial Evaluation. In addition to the criteria listed in ITB 34.2 (a) to (e) the following criteria shall apply:

Technical Evaluation Criteria		
No	Criteria Description	Total Marks
1	<b>Availability of inhouse quality control department and procedures</b>	<b>15 Marks</b>
	15 marks (excellent = 15 marks, good = 10 marks, fair = 5 marks)	
2	<b>Establishment of Complete setup of Call Center in:</b>	<b>15 Marks</b>
	Three (3) Working Days = 15 Marks Five (5) Working Days = 10 Marks Ten (10) Working Days = 5 Marks	
3	<b>Number of running and /or completed individual projects</b>	<b>10 Marks</b>
	10 marks (two marks will be awarded for a single project up to a maximum of 10 marks for not more than 5 projects only). Projects worth Rs. 0.5 to Rs. 1 M = 1 mark per project	
5	<b>Number of corporate/Multinational clients</b>	<b>10 Marks</b>
	Each national level client will carry 1 mark each. Each international level client will carry 2 marks each.	
6	<b>No of public sector clients</b>	<b>10 Marks</b>
	Those having 2 such clients will have 5 marks. Each additional client will carry 1 mark.	
7	<b>Annual financial turnover volume</b>	<b>15 Marks</b>
	Annual turnover of : Rs. 8 M - 10 M will have 15 marks. Rs. 5 M - 7 M will have 10 marks. Rs. 3 M - 4 M will have 5 marks. Below Rs. 3 M will be awarded Zero (0) Marks  Each additional Rs. 1 M annual turnover will carry an additional mark of 1 up to a maximum of 10 additional marks.	
8	<b>Vendor Presentation:</b>	<b>25 Marks</b>
	Bidder technical offer is aligned with the requirements	5
	Does the bidder display clear understanding of the Call Centre requirements?	5
	Is the bidder able to provide multi-channel IP Contact Center	5



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Technical Evaluation Criteria		
No	Criteria Description	Total Marks
	CRM software Operated/designed and developed by the bidder (evaluation will be based on quality assurance, records availability, data presentation, skills through of software design, technical approach/solution for client, understanding of the client needs operations.	10
Total		100 Marks

## Financial Scoring:

- If the lowest quoted price of an item is Rs. 86/-, the same lowest bidder will obtain score as below:

$$= [86 \div 86] \times 30$$

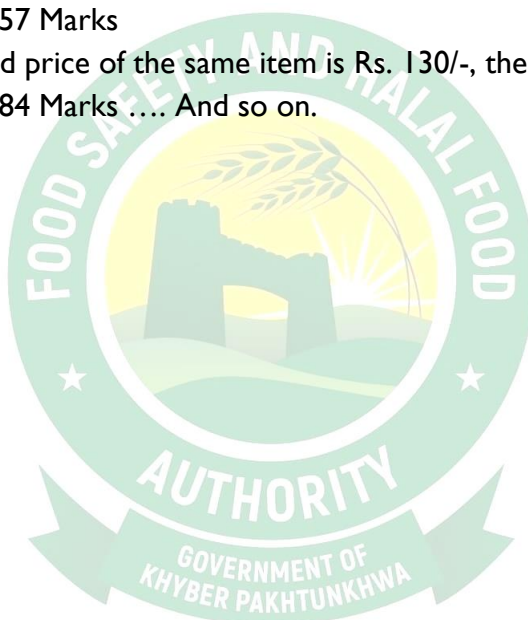
= 30 marks, being the lowest financial bid for the quoted item.

- If the next higher quoted price of the same item is Rs. 105/-, the marks obtained will be:

$$= [86 \div 105] \times 30 = 24.57 \text{ Marks}$$

- If the next higher quoted price of the same item is Rs. 130/-, the marks obtained will be:

$$= [86 \div 130] \times 30 = 19.84 \text{ Marks .... And so on.}$$





## **SECTION IV- BIDDING FORMS**

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## Letter of Bid

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** [24th May 2022]

**IFB No.:** [No. KPFS&HFA/Pro(Call Center)/04/2022-02]

We, the undersigned, declare that:

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

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: *[insert a brief description of the Non-Consulting Services]*;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:  
*[Insert one of the options below as appropriate]*  
Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;

Or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

- (f) **Discounts:** The discounts offered and the methodology for their application are:
  - (i) The discounts offered are: *[Specify in detail each discount offered.]*
  - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;





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- (g) **Bid Validity Period:** Our Bid shall be valid until **life of the contract**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (i) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity or a debarment imposed by the Procuring Entity in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Procuring Entity and other Public Procuring Entity's. Further, we are not ineligible under the Procuring Entity's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]*  
*[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

*(If none has been paid or is to be paid, indicate "none.")*

- (m) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this bidding document and the Procurement Regulations.
- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Bidder:** *\*[insert complete name of the Bidder]*



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**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** **\*\***[insert complete name of person duly authorized to sign the Bid]

**Title of the person signing the Bid:** [insert complete title of the person signing the Bid]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]

**Date signed** [insert date of signing] **day of** [insert month], [insert year]

\*: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.





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## Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [24<sup>th</sup> May 2022]

IFB No.: [No. KPFS&HFA/Pro(Call Center)/04/2022-02]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name [insert Bidder's legal name]
2. In case of JV, legal name of each member : [insert legal name of each member in JV]
3. Bidder's actual or intended country of registration: [insert actual or intended country of registration]
4. Bidder's year of registration: [insert Bidder's year of registration]
5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Bidder is not under the supervision of the agency of the Procuring Entity</li></ul>
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. [If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]



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## Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

Date: [24<sup>th</sup> May 2022]

IFB No.: [No. KPFS&HFA/Pro(Call Center)/04/2022-02]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: [insert Bidder's legal name]
2. Bidder's JV Member's name: [insert JV's Member legal name]
3. Bidder's JV Member's country of registration: [insert JV's Member country of registration]
4. Bidder's JV Member's year of registration: [insert JV's Member year of registration]
5. Bidder's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]
6. Bidder's JV Member's authorized representative information Name: [insert name of JV's Member authorized representative] Address: [insert address of JV's Member authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative] Email Address: [insert email address of JV's Member authorized representative]
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. [If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]



## Qualification Information

### I. Individual Bidders or Individual Members of Joint Ventures

- I.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*  
Principal place of business: *[insert]*  
Power of attorney of signatory of Bid: *[attach]*
- I.2 Total annual volume of Services performed in five years, in the internationally traded currency specified **in the BDS**: *[insert]*
- I.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item I.2 above. Also list details of Services under way or committed, including expected completion date.

Project name and country	Name of Procuring Entity and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- I.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- I.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- I.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.





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Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of Procuring Entitys that may provide references if contacted by the Procuring Entity.
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Statement of compliance with the requirements of ITB 4.2.
- 1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.

## 2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.12 above shall be provided for each member of the joint venture.
- 2.2 The information in 1.13 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that
  - (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for



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and on behalf of any and all members of the joint venture;  
and

- (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

### 3. Additional Requirements

- 3.1 Bidders should provide any additional information required in the **BDS**.





## **Schedule Forms**

*[The Bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column I of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Procuring Entity's Requirements.]*





# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



## Activity Schedule

Currencies in accordance with ITB I 6						Date: _____	
						IFB No: _____	
						Alternative No: _____	
						Page N° _____ of _____	
1	2	3	4	5	6	7	
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)	
[insert number of the Service]	[insert name of Services]		[insert delivery date at place of final destination per Service]	[insert number of units]	[insert unit price per unit]	[insert total price per unit]	
Total Bid Price							

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]



## **Method Statement**

**[ Note to the Procuring Entity:** Include the following if applicable in accordance with the BDS 12.1 (i); modify as appropriate]

*The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 12.1 (i) of the BDS. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Service Provider, and its Subcontractors.*

*In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Procuring Entity's Requirements in Section VII.]*







## Code of Conduct for Service Provider's Personnel Form (ES)

### *Note to the Employer:*

*The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.*

*Delete this Box prior to issuance of the bidding documents.*

### **Note to the Bidder:**

**The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified.** However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

## CODE OF CONDUCT FOR SERVICE PROVIDER'S PERSONNEL

We are the Service Provider, [enter name of Service Provider]. We have signed a contract with [enter name of Procuring Entity] for [enter description of the Services]. The Services will be carried out at [enter the locations in the Procuring Entity's country where the Services are required, as applicable]. Our contract requires us to implement measures to address environmental and social risks [ **Note to Procuring Entity:** depending on the nature of the contract and assessed risks, this may be replaced with social risks], related to the Services.

This Code of Conduct is part of our measures to deal with environmental and social risks [ **Note to Procuring Entity:** depending on the nature of the contract and assessed risks, this may be replaced with social risks] related to the Services.

All personnel that we utilize in the execution of the Services, including the staff, labor and other employees of us and each Subcontractor, and any other personnel assisting us in the execution of the Services, are referred to as Service Provider's Personnel.

This Code of Conduct identifies the behavior that we require from the Service Provider's Personnel employed for the execution of the Services at the locations in the Procuring Entity's country where the Services are provided.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

### **REQUIRED CONDUCT**

Service Provider's Personnel employed for the execution of the Services at the locations in the Procuring Entity's country where the Services are provided shall:

- I. carry out his/her duties competently and diligently;



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2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Service Provider's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. report violations of this Code of Conduct; and
7. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Procuring Entity, or who makes use of applicable grievance mechanism for Service Provider's Personnel or the project's Grievance Redress Mechanism.

### RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact *[enter name of the individual, with relevant experience, designated by the Service provider to handle these matters]* in writing at this address *[ ]* or by telephone at *[ ]* or in person at *[ ]*; or
2. Call *[ ]* to reach the Service Provider's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

### CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by the Service Provider's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

#### FOR SERVICE PROVIDER'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *[enter name of Service Provider's contact person(s) with relevant experience]* requesting an explanation.



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Name of Service Provider's Personnel: [insert name]

Signature:

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Service Provider:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_





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## Form of Bid Security (Procuring Entity Guarantee)

[The Procuring Entity shall fill in this Procuring Entity Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** [Khyber Pakhtunkhwa Food Safety & Halal Food Authority]

**IFB No.:** [No. KPFS&HFA/Pro(Call Center)/04/2022-02]

**Date:** [Insert date of issue]

**BID GUARANTEE No.:** [Insert guarantee reference number]

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that \_\_\_\_\_ [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Bidder's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.



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This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

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[Signature(s)]

**Note:** *All italicized text is for use in preparing this form and shall be deleted from the final product.*







# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



## Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. \_\_\_\_\_

BY THIS BOND [name of Bidder] as Principal (hereinafter called “the Principal”), and [name, legal title, and address of surety], **authorized to transact business in [Pakistan]**, as Surety (hereinafter called “the Surety”), are held and firmly bound unto **[Khyber Pakhtunkhwa Food Safety & Halal Food Authority]** as Obligee (hereinafter called “the Procuring Entity”) in the sum of [amount of Bond]<sup>1</sup> [amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Procuring Entity dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the supply of [name of Contract] (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Procuring Entity prior to the expiry date of the Bid validity or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Procuring Entity’s bidding document.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity’s first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Bid validity set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
Corporate Seal (where appropriate)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Employer’s Country or the equivalent amount in a freely convertible currency.



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## Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [date (as day, month and year)]  
IFB No.: [No. KPFS&HFA/Pro(Call Center)/04/2022-02]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [Khyber Pakhtunkhwa Food Safety & Halal Food Authority]

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding or submitting proposals in any contract with the Procuring Entity for the period of time specified in Section II – BDS, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Procuring Entity prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]





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## Section V - Eligible Countries

### Eligibility for the Provision of Goods, Works and Services in Procuring Entity-Financed Procurement

In reference to ITB 4.8, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) *[insert a list of the countries following approval by the Procuring Entity to apply the restriction or state “none”]*

Under ITB 4.8 (b) *[insert a list of the countries following approval by the Procuring Entity to apply the restriction or state “none”]*





## **Section VI - Fraud and Corruption**

### **1. Purpose**

- 1.1 The Procuring Entity's Anti-Corruption Guidelines and this annex apply with respect to procurement under Procuring Entity Investment Project Financing operations.

### **2. Requirements**

- 2.1 The Procuring Entity requires that Procuring Entity's (including beneficiaries of Procuring Entity financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Procuring Entity-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Procuring Entity:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "Obstructive practice" is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Procuring Entity investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Procuring Entity determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Procuring Entity determines at



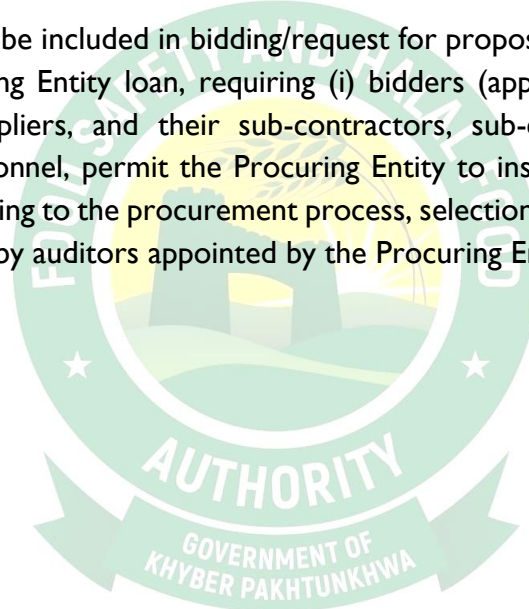


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any time that representatives of the Procuring Entity or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Procuring Entity having taken timely and appropriate action satisfactory to the Procuring Entity to address such practices when they occur, including by failing to inform the Procuring Entity in a timely manner at the time they knew of the practices;

- d. Pursuant to the Procuring Entity's Anti- Corruption Guidelines and in accordance with the Procuring Entity's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Procuring Entity-financed contract, financially or in any other manner;<sup>2</sup> (ii) to be a nominated<sup>3</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Procuring Entity-financed contract; and (iii) to receive the proceeds of any loan made by the Procuring Entity or otherwise to participate further in the preparation or implementation of any Procuring Entity-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Procuring Entity loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Procuring Entity to inspect<sup>4</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Procuring Entity.



<sup>2</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>3</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>4</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



## Part II – Procuring Entity’s Requirement

### Section VII - Activity Schedule

#### Scope of Services

**Service Provider to set up "Khyber Pakhtunkhwa Food Safety & Halal Food Authority (Complaints Call Center)"**

#### Key Requirements

The Khyber Pakhtunkhwa Food Safety & Halal Food Authority aims to protect people from foodborne diseases caused by consumption of unsafe & contaminated food. The Khyber Pakhtunkhwa Food Safety & Halal Food Authority further aims to strengthen public trust in quality of food in the province helping food businesses to flourish. In order to provide direct access to citizen of the province to report or register a complaint against adulterated or contaminated Food or an establishment serving unsafe food, **Service Provider** shall put together a professional **24/7 Complaint/ Helpline Call center** to ensure that:

- a. All calls made by the public are received/answered and addressed
- b. All facts of the cases are recorded on
  - i. Agent Web portal and
  - ii. Food Safety Web portal
- c. In accordance with the current understanding between the Parties, **Service Provider** shall develop complete dashboard visibility with eight different reports and any further changes will be agreed upon between the Parties in writing through signing an Addendum to this Contract.
- d. **Service Provider** shall provide help support on
  - a. Capturing Information
  - b. Raising Service requests
  - c. Filing Complaint Tickets
  - d. Alerting the relevant team in case of High-Priority callers
  - e. Coordinating with **Procuring Entity** for response services
  - f. Coordinating with other relevant government agencies as communicated by the **Procuring Entity** from time to time and as the system evolves.
- e. Call center officer would provide appropriate guidance
- f. Most importantly shall alert and give a heads up to respective Food Safety Team in various locations within timely manner for an immediate and effective response.

#### How this would be done

- a- **Service Provider** shall set-up a complete state of the art “Customer Service Call Center” in 7 working days.



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- b- The number of agents shall be in compliance to requirements of **Procuring Entity** and proposal submitted by **Service Provider**. **Service Provider** shall be required to fully comply with the provision of **Procuring Entity** as and mentioned herein.
- c- Service Provider shall be responsible to ensure that all Call Center officers will be equipped with the required knowledge, tools and means along with 100% access to relevant Food Safety team's information helping the caller in, providing an end-to-end solution.
- d- Call Center officers shall be trained on
  - a. Agent Portal
  - b. Food Safety Application
- e- Service Provider shall provide database access to all authorized stake holders
- f- Service Provider shall provide access to daily, weekly, monthly dashboards
- g- Service Provider shall design customized Food Safety web application, entering data on the spot and assigning and altering the respective Food Safety Team.

## **Process**

Service Provider shall maintain and operate a call center to respond to calls from the general public related to queries regarding Complaints related to unsafe / adulterated food or its vendors and any other as specified by the **Procuring Entity**. The call center shall also coordinate ambulance services for people falling ill due to consumption of unsafe adulterated food needing these as well maintain database with information as required and specified by Procuring Entity. Calls from health care professionals, hospitals and other health care facilities, and local health Procuring Entitys will be routed back to the Procuring Entity for response, if the inquiry is beyond the scope of services provided by the call center. As the call center will provide services in response to Complaints of citizens of Khyber Pakhtunkhwa related to unsafe / adulterated food or its vendors, the number of times and duration of times that the call center will be operationalized cannot be determined. Service Provider agrees to provide the following services and meet the following standards:

## **I. Accessibility and Staffing**

- a) Service Provider shall operate the call center on a continuous dedicated and shared basis, 24 hours a day, 7 days a week, for the whole duration of the contract, with capable qualified staff available to answer calls directly during this entire time period. Answering machines shall not be utilized.
- b) Service Provider shall ramp-up call center operation to fully operational status within 5 days after being notified by the Procuring Entity and provided the Procuring Entity's "Question and Answer" script and data collection form for use by call center operators. Before attaining the fully operational status, SERVICE PROVIDER shall establish a functioning call center within 48 hours of the award of contract. This means that SERVICE PROVIDER must have the facility, technology, and staffing in place to start taking calls within 48 hours of notification.
- c) Service Provider must have sufficient staff to adjust the number of staff at the call center to accommodate all call volume fluctuations, including the potential to accommodate call volume



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for the entire province, and coordinate with other call centers and services, as needed. The number of the required calling agents is likely to change as the call center starts operating and data starts pouring. As a starting point SERVICE PROVIDER will immediately provide **Two (2)** calling agents within 48 hrs after signing of Contract to functionalize the call center. The calling agent must be well familiar with Pushto, Urdu, Hindko and languages.

- d) The call center must be accessible to all persons throughout the province and have the capability to answer calls from other provinces should a need arise.
- e) SERVICE PROVIDER must have the capability to receive calls forwarded from other toll-free numbers that may be directed to the call center.
- f) SERVICE PROVIDER is required to integrate the proposed solution with the current in operation help line of 0800-37032
- g) SERVICE PROVIDER will be required to hire staff which has strong communication and interpersonal skills. Operators should be culturally competent with the language and region they would be dealing with and be capable of interviewing callers of diverse backgrounds, including older adults, people with disabilities, teenagers, ethnic and religious minorities. Operators should have the ability to handle inquiries and requests from callers in a courteous and professional manner, including calls received in crisis situations and/or from irate callers.

## 1. Integrated Voice Response Systems

- a) Service Provider may use an integrated voice response system (IVR) to provide the initial message to callers. The bidder may propose using IVR in other ways that have been shown to be effective within the scope of work.
- b) Service Provider shall include the ability for callers to select an educational message or answer to frequently asked questions through an automated menu, if requested by the Procuring Entity.
- c) Service Provider must make all automated messaging available in Pashto and Urdu.
- d) Service Provider must always provide the option of a live person response for all callers during the period of operation.

## 2. Response Times

- a) Service Provider must answer all calls within the first three rings, either by a live operator or by the integrated voice response.
- b) The average wait or hold time for a live operator must be less than 30 seconds.
- c) Service Provider must indicate their anticipated incoming average blockage rate (the percent of calls that receive a busy signal).
- d) Service Provider must indicate their anticipated average abandoned call rate.





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### 3. Caller Assistance/Information Dissemination

SERVICE PROVIDER is responsible for providing up-to-date information and referrals appropriate to caller needs, including callers in crisis. SERVICE PROVIDER will use “Question and Answer” scripts provided by the Procuring Entity to facilitate input and retrieval of information by operators and to ensure the timely delivery of accurate information and referrals. More specifically, Service Provider’s information dissemination responsibilities include, but are not limited to, providing the following information to callers:

- a) Determine caller needs and circumstances
- b) Provide accurate information based on “Question and Answer” scripts in response to caller questions.
- c) Provide in-service training, on an as needed basis, to keep staff up-to-date on “Question and Answer” script content. Scripts may undergo rapid revisions due to the changing nature of the Food Safety, and Service Provider must ensure that staff are provided and are using the most current script provided by the Procuring Entity.
- d) Coordinate the efforts of and in between appropriate relevant Officer / Official, in light of the requirements of the caller. For the proposed intervention the appropriate Officer / Official.
- e) Transfers to voice mail are allowed as negotiated by the Procuring Entity.

### 4. Caller Database:

Service Provider shall manage and utilize a standardized database to collect and to report accurate information on individual callers and nature of the calls, and submit to the Procuring Entity at specified timeframes. All data must be kept confidential. Data collected must also be aggregated, as directed by the Procuring Entity. Database requirements include, but are not limited to, the following:

- a) Utilize a standardized database to capture data on each caller using a data collection form developed by the Procuring Entity and provided to the bidder. Data to be collected will depend upon the screening questions approved by the Procuring Entity. In addition should also be able to input data of other formats as and when asked or defined by the Procuring Entity
- b) The data collection system must also be able to export the raw data into a delimited flat file, spreadsheet software, such as Microsoft Excel.
- c) Submit summary data reports at required intervals to the Procuring Entity (daily, weekly, monthly, or other intervals, depending on Procuring Entity’s directed need), in a Procuring Entity provided format. Summary reports must be accompanied by a Microsoft Excel or other delimited flat file containing individual records for the data that are aggregated in the summary reports.
- d) Securely store and transmit data that includes confidential information.
- e) Produce ad hoc reports as requested by the Procuring Entity.





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## 5. Integrated Voice Response Systems

- a) The bidder may use an integrated voice response system (IVR) to provide the initial message to callers. The bidder may propose using IVR in other ways that have been shown to be effective within the scope of work of the RFP.
- b) The bidder shall include the ability for callers to select an educational message or answer to frequently asked questions through an automated menu, if requested by the Department.
- c) The bidder must make all automated messaging available in Pashto and Urdu.
- d) The bidder must always provide the option of a live person response for all callers during the period of operation.

## 6. Management Reports

- a) Service Provider must submit management reports as required by the Procuring Entity for its use in the review, management and analysis of the call center. To support these reports, Service Provider must collect, at a minimum, the following information on each call:
  - Date and time
  - Disposition (abandoned, queued, connected, completed)
  - Time to connect
  - Duration
  - For answered calls: language
  - For IVR systems: tallies of all menu selections
- b) Summary reports must also be submitted and include peak hours for calls, average length of calls, use of translation services for languages other than English and devices for individuals with disabilities, call abandonment rates, and any other challenges and/or issues related to staffing, maintenance and operational issues and their disposition. The information submitted must include any data used to determine billing charges.
- c) Service Provider must have quality control measures in place to assure accuracy and timeliness of all reports. Reports shall be provided by Service Provider in paper format and in an electronic format as determined by the Procuring Entity.

## 7. Quality Assurance and Improvement

Service Provider shall have a written internal quality assurance (QA) plan for the monitoring and improving of call center services, which includes training and supervision of staff, ongoing performance assessment of the quality of information provided to callers, and follow-up on identified issues. Any alteration of the frequency or strategy for monitoring call center services shall only be made with prior approval of the Procuring Entity. This includes, but is not limited to:

- a) Evaluation of call center operations including monitoring of response time, abandonment rate,



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staff effectiveness, and use of management reports to improve call center performance.

- b) Provision of feedback to the Procuring Entity regarding questions from callers that the “Question and Answer” script does not answer.
- c) The capability to gather and report on customer complaints, compliments and other service-related comments/suggestions and protocol to respond to customer complaints.
- d) A process for rapid and thorough follow-up of any complaints.
- e) Performance assessment of call center services, staff training, and reporting to the Procuring Entity.
- f) Provision of advice and recommendation to the Procuring Entity regarding call center operations and management. Such responsibility shall include, but not be limited to, keeping the Procuring Entity informed in a timely manner concerning such matters as new advances and technological improvements in telecommunications, innovation and any potential issues affecting the call center. The Procuring Entity is not under any obligation to act on such advice or recommendations.

## 8. Technical Specification of the Solution:

### Multi-channel IP Contact Center:

- a) IP based multi-channel CC solution for all inbound and outbound IVR ports
- b) Based on Open architecture, support integration with Open Database Connectivity (ODBC)-compliant database.
- c) Support software interfaces for CTI applications.
- d) Web 2.0 or better Standards based fully customizable agent and supervisor desktops with support for call control, email, web chat, and live data reporting, CTI integration
- e) Integrate with backend CRM
- f) Email and web chatting solution for agents
- g) Network readiness for Agents
- h) Voice Recording, Quality Management and Work Force Management solution for call center
- i) Provide historical and real-time reports and dashboards with flexible presentation
- j) Fully customized reporting tool
- k) High-availability redundancy, including support for automatic failover of inbound voice ACD, IVR, and desktop services.



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- l) Support Database replication and failover
- m) Support High-availability for core components
- n) Wall board with display
- o)

## 9. Response Times

- a) The bidder must answer all calls within the first three rings, either by a live operator or by the integrated voice response.
- b) The average wait or hold time for a live operator must be less than 30 seconds.
- c) The bidder must indicate their anticipated incoming average blockage rate (the percent of calls that receive a busy signal).
- d) The bidder must indicate their anticipated average abandoned call rate.

## 10. Other

All document/s, criteria, Procedure/s, statement/s, & Format/s on the basis of which this contract is being awarded shall be the part of this contract and shall be obligation on Service Provider to comply with.

**Following services will be provided in aforementioned per agent cost**

- \* Agent salary and Incentive
- \* Complete Inbound and Outbound call center solution will be provided.
- \* Team Lead services: manage day to day call center operations and share daily, weekly and Reports with Procuring Entity
- \* Quality Control services: Quality control officer will be assigned for monitoring agent's work/behavior and process compliance
- \* Electricity cost/ 100% Backup generator facility
- \* Complete infrastructure: furniture, hardware, software and telecom infrastructure.
- \* 100% call Recording / back up service

## Objectives



# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



The objectives of the Activity Schedule are

- (a) to provide sufficient information on the quantities of Services to be performed to enable Bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

## **Daywork Schedule**

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of Services, labor, materials, and plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a daywork basis.
- (b) Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Service Provider's profit, overheads, supervision, and other charges.

## **Provisional Sums**

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized Service Providers. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

*These Notes for Preparing an Activity Schedule are intended only as information for the Procuring Entity or the person drafting the bidding document. They should not be included in the final documents.*



## **Performance Specifications and Drawings**

**(Describe Outputs and Performances, rather than Inputs, wherever possible)**

### **Notes on Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive Bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of Bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects in the same country are useful in this respect. The use of metric units is encouraged by the World Procuring Entity. Most specifications are normally written specially by the Procuring Entity to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in this document.

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Any sustainable procurement technical requirements shall be clearly specified. Please refer to the Procuring Entity's Procurement Regulations and sustainable procurement guidance for further information. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Bidders' innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of Bid comparisons, Bidders may be invited to offer Non-Consulting Services that exceed the specified minimum sustainable procurement requirements.

Any applicable environmental and social requirements shall be specified. The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions (and the corresponding Particular Conditions if any) and other parts of the specifications.





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Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Procuring Entity's country or other standards, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

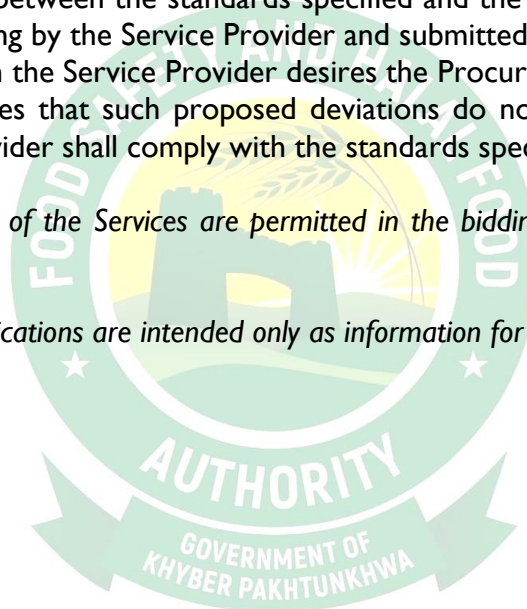
The following clause may be inserted in the Special Conditions or Specifications.

## **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and Services or work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Service Provider and submitted to the Procuring Entity at least 28 days prior to the date when the Service Provider desires the Procuring Entity consent. In the event the Procuring Entity determines that such proposed deviations do not ensure substantially equal or higher quality, the Service Provider shall comply with the standards specified in the documents.

*If technical alternatives for parts of the Services are permitted in the bidding document, these parts shall be described in this Section.*

*These Notes for Preparing Specifications are intended only as information for the Procuring Entity or the person drafting the bidding document.*





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## Part III – Conditions of Contract and Contract Forms





# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



## Section VIII - General Conditions of Contract

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## Section VIII - General Conditions of Contract

### A. General Provisions

#### I.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder;
- (b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) "Procuring Entity" means the International Procuring Entity for Reconstruction and Development, Washington, D.C., U.S.A.;
- (c) "Association" means the International Development Association, Washington, D.C., U.S.A.;
- (d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity;
- (e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of the Contract Agreement;
- (f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration;
- (h) "Procuring Entity" means the party who employs the Service Provider;
- (i) "Procuring Entity's Personnel" means all staff, labor and other employees of the Procuring Entity engaged in fulfilling the Procuring Entity's obligations under the Contract; and any other personnel identified as Procuring Entity's Personnel, by a notice from the Procuring Entity to the Service provider;(j)
- (k) "Foreign Currency" means any currency other than the currency of the country of the Procuring Entity;
- (l) "GCC" means these General Conditions of Contract;
- (m) "Government" means the Government of the Procuring Entity's Country;





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- (n) “Local Currency” means the currency of the country of the Procuring Entity;
- (o) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Procuring Entity under this Contract;
- (p) “Party” means the Procuring Entity or the Service Provider, as the case may be, and “Parties” means both of them;
- (q) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Procuring Entity;
- (r) “Service Provider’s Personnel” means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (t) “Specifications” means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract;
- (u) “Services” means the work to be performed by the Service Provider pursuant to the Contract;
- (v) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

## **I.2 Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Procuring Entity’s Country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

## **I.3 Language**

This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **I.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

## **I.5 Location**

The Services shall be performed at such locations as are specified in Appendix A, in the Specifications and, where the location of a particular task is not so specified, at such locations, whether in the



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Government's country or elsewhere, as the Procuring Entity may approve.

## **1.6 Authorized Representative**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials **specified in the SCC.**

## **1.7 Inspection and Audit by the Procuring Entity**

Pursuant to paragraph 2.2 e. of Attachment I to the General Conditions, the Service Provider shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Procuring Entity and/or persons appointed by the Procuring Entity to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Procuring Entity. The Service Provider's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Procuring Entity's prevailing sanctions procedures).

## **1.8 Taxes and Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

### **2.2 Commencement of Services**

#### **2.2.1 Program**

Before commencement of the Services, the Service Provider shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements, order and timing for all activities. Such submission to the Procuring Entity shall include any applicable environmental and social management plan to manage environmental and social risks and impacts.

The Services shall be carried out in accordance with the approved Program as updated.



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## 2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

## 2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

## 2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Procuring Entity or of the Association, as the case may be, has been obtained.

### 2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
- (c) improves the quality, efficiency, safety or sustainability of the services; or
- (d) yields any other benefits to the Procuring Entity,

without compromising the necessary functions of the Services.

If the value engineering proposal is approved by the Procuring Entity and results in:



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- (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

## 2.5 Force Majeure

**2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.





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## 2.6 Termination

### 2.6.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or Procuring Entityrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment I to the GCC, in competing for or in executing the Contract

### 2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### 2.6.3 Suspension of Loan or Credit

In the event that the World Procuring Entity suspends the loan or Credit to the Procuring Entity, from which part of the payments to the Service Provider are being made:

- (a) The Procuring Entity is obligated to notify the Service Provider of such suspension within 7 days of having received the World Procuring Entity's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

### 2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:





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- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Service Provider's Personnel.

## 3. Obligations of the Service Provider

### 3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations in the Procuring Entity's country where the Services are executed.

If **required in the SCC**, the Service Provider shall submit to the Procuring Entity for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

- (a) which may include:
  - (i) the procedures to establish and maintain a safe working environment;
  - (ii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards);
  - (iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
  - (iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and
- (b) any other requirements stated in the Procuring Entity's Requirements.

The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring



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Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with applicable ES requirements and the obligations set out in GCC Sub-Clause 3.12.

## 3.2 Conflict of Interests

### 3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Service Provider's Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

### 3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### 3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any business or professional activity that would conflict with the activities assigned to them under this Contract. The Service provider has an obligation and shall ensure that its Service Provider's Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

## 3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

## 3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such



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insurance has been taken out and maintained and that the current premiums have been paid.

## 3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

## 3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects.

The Service Provider shall inform the Procuring Entity immediately of any allegation, incident or accident in the locations in the Procuring Entity's country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Procuring Entity's Personnel or Service Provider's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property.

The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Procuring Entity of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Procuring Entity's Personnel or Service Provider's, its Subcontractors' and suppliers' Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to the Procuring Entity within the timeframe agreed with the Procuring Entity.

The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub- Clause.

## 3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software.



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Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

## 3.8 Liquidated Damages

### 3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

### 3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

### 3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

## 3.9 Performance Security

If required as **specified in the SCC**, the Service Provider shall provide to the Procuring Entity a Performance Security for the performance of the Contract, in the amount **specified in the SCC** and no later than the date specified in the Letter of acceptance.

As **specified in the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the format stipulated by the Procuring Entity in the **SCC**, or in another format acceptable to the Procuring Entity.

The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a Procuring Entity guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

## 3.10 Fraud and Corruption

The Procuring Entity requires compliance with the Procuring Entity's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Attachment I to the GCC.

The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name





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and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## 3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

## 3.12 Code of Conduct

The Service Provider shall have a Code of Conduct for the Service Provider's Personnel employed for the execution of the Services at the locations in the Procuring Entity's country where the Services are provided.

The Service Provider shall take all necessary measures to ensure that each Service Provider's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Service Provider's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations in the Procuring Entity's country where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider's Personnel, Procuring Entity's Personnel and the local community.

The Service Provider's Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations.

## 3.13 Training of Service Provider's Personnel

The Service Provider shall provide appropriate training to its relevant personnel on any applicable ES aspects of the Contract, including appropriate sensitization on prohibition of SEA/SH.

As stated in the Procuring Entity's Requirements or as instructed by the Procuring Entity, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be trained on applicable ES aspects of the Contract by the Procuring Entity's Personnel and/or other personnel assigned by the Procuring Entity.

The Service Provider shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Service Provider's Personnel.

## 3.14 Security of the Site

**Unless stated otherwise in the SCC,** the Service Provider shall be responsible for the security at the locations in the Procuring Entity's country where the services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the





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locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

**If required in the SCC**, prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Procuring Entity's No-objection a security management plan that sets the security arrangements for the locations in the Procuring Entity's country where the Services are executed.

In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Procuring Entity's Requirements.

The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider's personnel, Procuring Entity's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Procuring Entity's Requirements.

The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

## 3.15 Protection of the Environment

As applicable, the Service Provider shall take all necessary measures to:

- i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and
- ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/ or activities.

The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Procuring Entity's Requirements, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Procuring Entity the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Procuring Entity.

## 3.16 Cultural Heritage Findings

All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations in the Procuring Entity's country where the Services are carried out shall be placed under the care and custody of the Procuring Entity.



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As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Procuring Entity, to give the Procuring Entity the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.

## 4. Service Provider's Personnel

### 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

### 4.2 Removal and/or Replacement of Personnel

- (a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) The Procuring Entity may require the Service Provider to remove (or cause to be removed) a Service Provider's Personnel, who:
- (i) persists in any misconduct or lack of care;
  - (ii) carries out duties incompetently or negligently;
  - (iii) fails to comply with any provision of the Contract;
  - (iv) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
  - (v) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;
  - (vi) has been recruited from the Procuring Entity's Personnel;
  - (vii) undertakes behavior which breaches the Code of Conduct (ES), as applicable.

As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Procuring Entity to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of (i) through (vii) above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out, any Service Provider's Personnel who engages in (i), (ii),



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(iii), (iv), (v) or (vii) above or has been recruited as stated in (vi) above.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 4.3 Service Provider's Personnel

### Engagement of Service Provider's Personnel

The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel.

The Service Provider is encouraged, to the extent practicable and reasonable, to use local labor that has the necessary skills.

Subject to GCC 5.1, the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services into the Procuring Entity's country.

The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.

### Persons in the Service of Procuring Entity

The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Procuring Entity's Personnel.

### Labor Laws

The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

### Rates of Wages and Conditions of Labor

The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the Service is carried out. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by



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Procuring Entitys whose trade or industry is similar to that of the Service Provider.

The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes in the Procuring Entity's country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

## Facilities for Service Provider's Personnel

If **stated in the SCC and subject to GCC Sub-Clause 5.3**, the Service Provider shall provide and maintain all necessary accommodation and welfare facilities for the Service Provider's Personnel employed for the execution of the Contract at the locations in the Procuring Entity's country where the Services are provided.

In the event of the death of any of the Service Provider's Personnel or accompanying members of their families, the Service Provider shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.

## Workers' Organizations

In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

## Non-Discrimination and Equal Opportunity

The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working





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conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with this Sub-Clause).

### Forced Labor

The Service Provider, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

### Child Labor

The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Service Provider including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Service Provider with the Procuring Entity's consent. The Service Provider shall be subject to regular monitoring by the Procuring Entity that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:





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- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the Procuring Entity.

## 5. Obligations of the Procuring Entity

### 5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

### 5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

### 5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## 6. Payments to the Service Provider

### 6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

### 6.2 Contract Price

- (a) The price payable in local currency is **set forth in the SCC**.
- (b) The price payable in foreign currency is **set forth in the SCC**.

### 6.3 Payment for Additional Services, and

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a



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## Performance Incentive Compensation

breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

## 6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a Procuring Entity guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

## 6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

## 7. Quality Control

### 7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring Entity shall be as **indicated in the SCC**. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

### 7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring



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Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## 8. Settlement of Disputes

### 8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### 8.2 Dispute Settlement

8.2.1 If any dispute arises between the Procuring Entity and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 Unless otherwise agreed by both the Procuring Entity and the Service Provider, arbitration shall be conducted as follows:

(a) For contracts with foreign Service Providers:

**unless otherwise specified in the SCC**; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location **stated in the SCC**; and the arbitration shall be conducted in the ruling language **stated in the SCC**;

and

(b) For contracts with national Service Providers, arbitration with proceedings conducted in accordance with the laws of the Procuring Entity's country.

8.2.5 Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Procuring Entity



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and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.





## **ATTACHMENT I**

### **Fraud and Corruption**

*(Text in this Attachment shall not be modified)*

#### **1. Purpose**

- 1.1 The Procuring Entity's Anti-Corruption Guidelines and this annex apply with respect to procurement under Procuring Entity Investment Project Financing operations.

#### **2. Requirements**

- 2.1 The Procuring Entity requires that Procuring Entities (including beneficiaries of Procuring Entity financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Procuring Entity-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Procuring Entity:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:

- (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Procuring Entity investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Procuring Entity determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

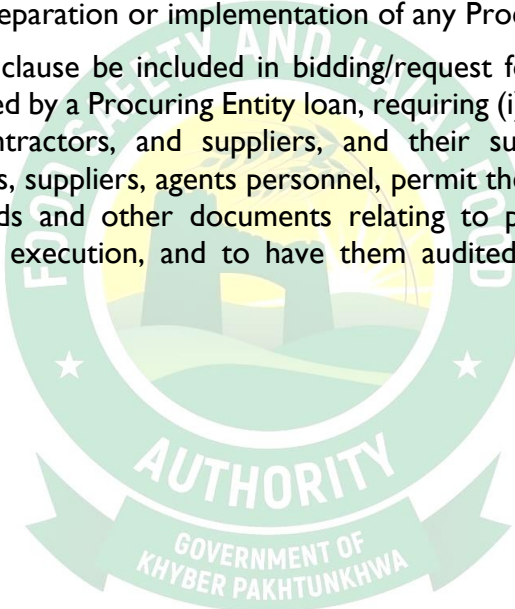




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- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Procuring Entity determines at any time that representatives of the Procuring Entity or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Procuring Entity having taken timely and appropriate action satisfactory to the Procuring Entity to address such practices when they occur, including by failing to inform the Procuring Entity in a timely manner at the time they knew of the practices;
- d. Pursuant to the Procuring Entity's Anti-Corruption Guidelines and in accordance with the Procuring Entity's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Procuring Entity-financed contract, financially or in any other manner;<sup>5</sup> (ii) to be a nominated<sup>6</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Procuring Entity-financed contract; and (iii) to receive the proceeds of any loan made by the Procuring Entity or otherwise to participate further in the preparation or implementation of any Procuring Entity-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Procuring Entity loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Procuring Entity to inspect<sup>7</sup> all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Procuring Entity.



<sup>5</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>6</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>7</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



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## Section IX - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in [name of country].”
1.1(a)	The Adjudicator is _____
1.1(e)	The contract name is _____.
1.1(h)	The Procuring Entity is _____
1.1(o)	The Member in Charge is _____
1.1(q)	The Service Provider is _____
1.2	The Applicable Law is: _____
1.3	The language is _____
1.4	<p>The addresses are:</p> <p>Procuring Entity: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: _____</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is _____.
2.4.1	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be ____% [insert appropriate percentage. The percentage is normally up to 50%] of the reduction in the Contract Price.
3.1	[State: “health and safety manual is/is not required” and delete the option that is not applicable.]



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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.2.3	Activities prohibited after termination of this Contract are: _____ _____ _____
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle _____ (ii) Third Party liability _____ (iii) Procuring Entity's liability and workers' compensation _ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____
3.5(d)	The other actions are _____.]
3.7	Restrictions on the use of documents prepared by the Service Provider are: _____ _____
3.8.1	The liquidated damages rate is _____ per day The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
3.9	<p>A Performance Security [ insert "shall" or "shall not" be required]</p> <p>If required, the Performance Security shall be in the form of: [insert "a Procuring Entity Guarantee" or "a Performance Bond"]</p> <p>[If a Performance Security is required, insert "the amount of the Performance Security shall be: [insert amount]</p> <p>[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Purchaser's perceived risk and impact of non-performance by the Service provider. A 10% percentage is used under normal circumstances]</p> <p>If required, the Performance security shall be denominated in [insert "a freely convertible currency acceptable to the Purchaser" or " the currencies of payment of the Contract, in accordance with their portions of the Contract Price"]</p>
3.11	<p>[Delete if not applicable] [Insert any sustainable procurement contractual provisions if applicable. Refer to the World Procuring Entity Procurement Regulations and the sustainable procurement guidance] The following sustainable procurement contractual provisions apply:</p>



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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.13	<p>[ State if the Service Provider shall not be responsible for the security at the locations in the Procuring Entity's country where the Services are carried out;</p> <p>If the Service Provider is responsible for the security at the locations in the Procuring Entity's country where the Services are carried out, state: The Service Provider ( shall/shall not; select either option and delete the other) submit a security management plan.]</p>
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <p>_____</p> <p>_____</p>
6.2(a)	<p>The amount in local currency is _____.</p>
6.2(b)	<p>The amount in foreign currency or currencies is _____.</p>
6.3.2	<p>The performance incentive paid to the Service Provider shall be: _____</p> <p>_____</p> <p>_____</p>
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"><li>• Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a Procuring Entity guarantee for the same.</li><li>• Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators:<ul style="list-style-type: none"><li>➤ _____(indicate milestone and/or percentage)</li><li>_____</li><li>➤ _____(indicate milestone and/or percentage)</li><li>_____ and _____</li><li>➤ _____(indicate milestone and/or percentage)</li><li>_____</li></ul></li></ul> <p>Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"><li>• The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%.</li><li>• The Procuring Entity guarantee for the advance payment shall be released when the advance payment has been fully amortized.</li></ul>



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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.5	Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment. The interest rate is _____.
6.6.1	Price adjustment is _____ in accordance with Sub-Clause 6.6. The coefficients for adjustment of prices are _____: (a) For local currency: A <sub>L</sub> is _____ B <sub>L</sub> is _____ C <sub>L</sub> is _____ L <sub>mc</sub> and L <sub>oc</sub> are the index for Labor from _____ I <sub>mc</sub> and I <sub>oc</sub> are the index for _____ from _____ (b) For foreign currency A <sub>F</sub> is _____ B <sub>F</sub> is _____ C <sub>F</sub> is _____ L <sub>mc</sub> and L <sub>oc</sub> are the index for Labor from _____ I <sub>mc</sub> and I <sub>oc</sub> are the index for _____ from _____
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: _____ The Defects Liability Period is _____.
8.2.3	The Adjudicator is _____, who will be paid a rate of _____ per hour of work. The following reimbursable expenses are recognized: _____
8.2.4	Rules of arbitration GCC 8.2.4 (a) [insert either “shall” or “shall not”] _____ apply.  [Insert rules of arbitration if different from those of the International Chamber of Commerce.] GCC Sub-Clause 8.2.4 (b): [insert either “shall” or “shall not”] _____ apply.  [GCC 8.2.4 (a) shall be retained in the case of a Contract with a foreign Service Provider. GCC 8.2.4 (b) shall be retained in the case of a Contract with a domestic Service Provider.] [insert place of arbitration if GCC 8.2.4 (a) applies]





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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.2.5	The designated Appointing Authority for a new Adjudicator is _____





## **Appendices**

### **Appendix A - Description of the Services**

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.*

### **Appendix B - Schedule of Payments and Reporting Requirements**

*List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."*

### **Appendix C - Key Personnel and Subcontractors**

- List under:
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government's country, and staff-months for each.
  - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government's country.
  - C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.
  - C-4 Same information as C-1 for Key local Personnel.

### **Appendix D—Breakdown of Contract Price in Foreign Currency(ies)**

*List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:*

1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

*This appendix will exclusively be used for determining remuneration for additional Services.*

### **Appendix E - Breakdown of Contract Price in Local Currency**

*List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:*

1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.



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*This appendix will exclusively be used for determining remuneration for additional Services.*

## **Appendix F - Services and Facilities Provided by the Procuring Entity**

## **Appendix G - Performance Incentive Compensation Appendix**





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## Performance Incentive Compensation Appendix Provisions

### ARTICLE I- GENERAL

#### 1.1 Documents Comprising the Performance Incentive Compensation Appendix

The Performance Incentive Compensation Appendix consists of:

- (a) the Performance Incentive Compensation Appendix Provisions;
- (b) Attachment #1 Incentive Compensation Calculation Procedure Notes; and
- (c) Attachment #2 Incentive Compensation Charts I-[ ].

### ARTICLE 2- THE PERFORMANCE INCENTIVE COMPENSATION

#### 2.1 Performance Incentive Compensation Limits

- (1) The Performance Incentive Compensation paid to the Service Provider shall not exceed the equivalent of \$[ ] U.S. over the term of the Contract.
- (2) The actual amount paid to the service Provider as Performance Incentive Compensation shall be determined by the extent to which the Service Provider achieves the performance criteria set out in the Incentive Compensation Charts and by the application of the calculations set out in the Incentive Calculation Procedure Notes for the applicable Contract Year.
- (3) If the Service Provider fails to meet the “Excellent” rating set out in the Incentive Compensation Chart, in any Contract Year, the Service Provider will be obliged to make up the shortfall in the subsequent Contract Year, as well as meet the performance targets for that Contract Year.
- (4) Except as the Procuring Entity may, in its sole discretion, otherwise determine based on exceptional circumstances, if the Service Provider fails to attain the Maximum Annual Incentive Compensation in any Contract Year, the shortfall will not be available to the Service Provider in the subsequent Contract Years and the equivalent of \$[ ] U.S. per Contract Year maximum will not be increased.
- (5) For the purpose of calculating the equivalency of \$[ ] U.S. and \$[ ] U.S. pursuant to Sections 2.1(l) and 2.1(2) of this Performance Incentive Compensation Appendix, the equivalency shall be calculated as of the date of payment of the Performance Incentive Compensation.



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**Appendix H- CODE OF CONDUCT FOR SERVICE PROVIDER'S  
PERSONNEL**







## Section X - Contract Forms

### Table of Forms

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### Notification of Intention to Award

***[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]***

***[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]***

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

**Procuring Entity:** *[insert the name of the Procuring Entity]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where IFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**IFB No:** *[insert IFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you



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may:

- request a debriefing in relation to the evaluation of your Bid, and/or
- submit a Procurement-related Complaint in relation to the decision to award the contract.

## 1. The successful Bidder

<b>Name:</b>	[insert name of successful Bidder]
<b>Address:</b>	[insert address of the successful Bidder]
<b>Contract price:</b>	[insert contract price of the successful Bid]

## 2. Other Bidders [INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

## 3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

## 4. How to request a debriefing

**DEADLINE:** The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention:** [insert full name of person, if applicable]

**Title/position:** [insert title/position]

**Agency:** [insert name of Procuring Entity]

**Email address:** [insert email address]

**Fax number:** [insert fax number] **delete if not used**

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the



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debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

## 5. How to make a complaint

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).**

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** [insert full name of person, if applicable]

**Title/position:** [insert title/position]

**Agency:** [insert name of Procuring Entity]

**Email address:** [insert email address]

**Fax number:** [insert fax number] **delete if not used**

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Procuring Entitys \(Procurement Regulations\)](https://policies.worldProcuringEntity.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) [https://policies.worldProcuringEntity.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Procuring Entity's Guidance "[How to make a Procurement-related Complaint](http://www.worldProcuringEntity.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)" [http://www.worldProcuringEntity.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## 6. Standstill Period



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**DEADLINE:** The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_





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## Beneficial Ownership Disclosure Form

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder<sup>1</sup>. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares*
- directly or indirectly holding 25% or more of the voting rights*
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

**IFB No.:** [insert number of IFB process]

**Request for Bid No.:** [insert identification]

**To:** [insert complete name of Procuring Entity]

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

### Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			





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OR

(ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

**Name of the Bidder:** \*[insert complete name of the Bidder]\_\_\_\_\_

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \*\*[insert complete name of person duly authorized to sign the Bid]\_\_\_\_\_

**Title of the person signing the Bid:** [insert complete title of the person signing the Bid]\_\_\_\_\_

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]\_\_\_\_\_

**Date signed** [insert date of signing] day of [insert month], [insert year]\_\_\_\_\_

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.



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## Letter of Acceptance

*[letterhead paper of the Procuring Entity]*

*[date]*

To: *[name and address of the Service Provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the bidding document.

**Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Procuring Entity. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Procuring Entity.

We confirm that *[insert name proposed by Procuring Entity in the BDS]*,

**or**

We accept that *[name proposed by Bidder]* be appointed as the Adjudicator

**or**

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 47.1

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_



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## Attachment Contract Agreement

This AGREEMENT is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (hereinafter called the “Procuring Entity”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

**[Note:** In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

### WHEREAS

- (a) the Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Procuring Entity has received [or has applied for] a loan from the International Procuring Entity for Reconstruction and Development (hereinafter called the “Procuring Entity”) [or a credit from the International Development Association (hereinafter called the “Association”)] towards the cost of the Services and intends to apply a portion of the proceeds of this loan [or credit] to eligible payments under this Contract, it being understood (i) that payments by the Procuring Entity [or Association] will be made only at the request of the Procuring Entity and upon approval by the Procuring Entity [or Association], (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [or credit], and (iii) that no party other than the Procuring Entity shall derive any rights from the agreement providing for the loan [or credit] or have any claim to the loan [or credit] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

I. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Letter of Bid;
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and



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- (g) The following Appendices: **[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]**

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Procuring Entity

Appendix G: Performance Incentive Compensation

Appendix H: Code of Conduct for Service Provider’s Personnel

2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year indicated above.

## For and on behalf of the Procuring Entity:

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

## For and on behalf of the Service Provider:

Signed: *[insert signature of authorized representative(s) of the Service Provider]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*



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## Performance Security

### Option I: (Procuring Entity Guarantee)

[The Procuring Entity, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** [insert name and Address of Procuring Entity]

**Date:** \_ [Insert date of issue]

**PERFORMANCE GUARANTEE No.:** [Insert guarantee reference number]

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that \_ [insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the Non-Consulting Services of \_ [insert name of contract and brief description of the Non-Consulting Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ( ) [insert amount in words], I such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GCC. The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."





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\_\_\_\_\_  
[signature(s)]

**Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**

## Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Service Provider”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Procuring Entity]* as Obligee (hereinafter called “the Service Provider”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Service Provider has entered into a written Agreement with the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for *[name of contract and brief description of Non-Consulting Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to the Service Provider under the Contract, less the amount properly paid by Procuring Entity to the Service Provider; or
- (3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.



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The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

In testimony whereof, the Service Provider has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

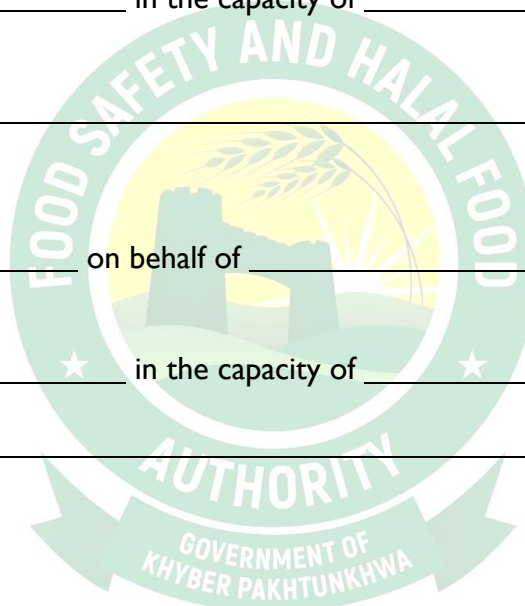
By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_





# GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



## Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** [Insert name and Address of Procuring Entity]

**Date:** [Insert date of issue]

**ADVANCE PAYMENT GUARANTEE No.:** [Insert guarantee reference number]

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution of [insert name of contract and brief description of Non-Consulting Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert amount in figures] () [insert amount in words] is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] (\_\_\_\_\_) [insert amount in words]<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Services; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's Procuring Entity stating that the advance payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's Procuring Entity].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount,

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.



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has been certified for payment, or on the [insert day] day of [insert month], 2 [insert year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_  
[signature(s)]

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