



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



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

BID SOLICITATION DOCUMENTS

FOR

**PROCUREMENT OF INSURANCE SERVICE FOR OFFICIAL
VEHICLES**

**IFB No. KPFS&HFA/APP/Veh-Ins/2024-2025/-01
October 2024**



GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



Summary

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 award.

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 AGENCY’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 Agency.

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: 7th October 2024

No. KPFS&HFA/APP/VEH-INS/2024-25/01/

PROCUREMENT OF COMPREHENSIVE INSURANCE FOR OFFICIAL VEHICLES

Khyber Pakhtunkhwa Food Safety & Halal Food Authority (**KP-FS&HFA**) invites sealed bids under National Competitive Bidding from eligible bidders/ Insurance companies for **provision of Comprehensive Insurance for Official Vehicles** in light of Rule (14)(2)(b) **“Single Stage-Two Envelope procedure”** of KPPRA Rules 2014.

The bidder must be registered with the Income / Sales tax and Khyber Pakhtunkhwa Revenue Authority (KPRA), reflected on active taxpayer list (**ATL**).

Bid Solicitation Documents containing detailed description including evaluation criteria and other terms & conditions, can be obtained free of cost by downloading from www.kpfsa.gov.pk and KPPRA website www.kppra.gov.pk from the date of publishing in the newspaper till closing date.

Sealed bids complete in all respect must be submitted by **1:00 PM, 30th October 2024** along-with bid security (in original) amounting to **2%** of total value of the bid amount in the form of Call deposit Receipt (CDR), Demand Draft (DD), Pay order or Bank Guarantee in favor of the Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority.

Technical bids of all the bids received before closing time & date will be opened on the same day after one hour at **2:00 PM** on **30th October 2024**.

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



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PART I – BIDDING PROCEDURES



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Instructions to Bidders A. General

ITB No & Title	Description
I. Scope of Bid	<p>I.1 In connection with the Specific Procurement Notice - Request for Bids (IFB), specified in the Bid Data Sheet (BDS), the Procuring Agency, as specified in the BDS, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Procuring Agency's Requirements. The name, identification and number of lots (contracts) of this IFB procurement are specified in the BDS.</p> <p>I.2 Throughout this bidding document:</p> <ul style="list-style-type: none">a) "Applicable Law" means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.b) 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 Agency) with proof of receipt;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 Agency. It excludes the Procuring Agency's official public holidays;d) "Service Provider's Personnel" is as defined in GCC Sub-Clause I.1; ande) "Procuring Agency's Personnel" is as defined in GCC Sub-Clause I.1.f) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:g) "Procuring Agency PE" means the implementing department which signs the contracth) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause I, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.i) "Contract Price" means the price to be Paid for the Performance of the Services, in accordance with Clause 6;j) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.k) "Foreign Currency" means any currency other than the currency of the Procuring Agency's country.l) "GC" means these General Conditions of Contract.m) "Government" means the Government of Khyber Pakhtunkhwa.n) "Local Currency" means Pak Rupees.o) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.



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ITB No & Title	Description
	<p>p) "Party" means the Procuring Agency or the Service Provider, as the case may be, and "Parties" means both of them</p> <p>1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.</p>
<p>2 Source of Funds</p>	<p>2.1 The Procuring Agency or Recipient (hereinafter called "Procuring Agency") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Procuring Agency for Reconstruction and Development or the International Development Association (hereinafter called "the Procuring Agency") in an amount specified in the BDS, toward the project named in the BDS. The Procuring Agency intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.</p> <p>2.2 Payment will be made only at the request of the Procuring Agency 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.</p>
<p>3 Fraud and Corruption</p>	<p>3.2 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 Agency 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;</p> <p>3.3 Under Rule 44 of KPPR 2014, "The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices.</p> <p>3.4 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".</p>



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ITB No & Title	Description
4 Eligible Bidders	<p>4.2 A Bidder may be a firm that is a private Agency, a state-owned Agency 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.</p> <p>4.3 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 considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none">(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 Agency regarding this Bidding process; or(e) or any of its affiliates participated as a consultant in the preparation of the Procuring Agency'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 Agency or Procuring Agency 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



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ITB No & Title	Description
	<p>directly or indirectly controls, is controlled by, or is under common control with that firm; or</p> <p>(h) has a close business or family relationship with a professional staff of the Procuring Agency (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; 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 Agency throughout the procurement process and execution of the Contract.</p> <p>4.4 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. 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.</p> <p>4.5 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.</p> <p>4.6 A Bidder that has been sanctioned by the Procuring Agency, pursuant to the Procuring Agency'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 Agency-financed contract or benefit from a Procuring Agency-financed contract, financially or otherwise, during such period of time as the Procuring Agency shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.</p> <p>4.7 Bidders that are state-owned enterprises or institutions in the Procuring Agency's Country may be eligible to compete and be awarded a</p>



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ITB No & Title	Description
	<p>Contract(s) only if they can establish, in a manner acceptable to the Procuring Agency, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Procuring Agency.</p> <p>4.8 A Bidder shall not be under suspension from Bidding by the Procuring Agency as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.</p> <p>4.9 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Procuring Agency's country prohibits commercial relations with that country, provided that the Procuring Agency 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 taken under Chapter VII of the Charter of the United Nations, the Procuring Agency's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or Agency in that country.</p> <p>4.10 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 18.4.</p> <p>4.11 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.</p> <p>4.12 A firm that is under a sanction of debarment by the Procuring Agency from being awarded a contract is eligible to participate in this procurement, unless the Procuring Agency, at the Procuring Agency'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.</p>
<p>5 Qualification of the Bidder</p>	<p>5.2 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.</p> <p>5.3 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.</p>
<p>B. Contents of Bidding Document</p>	
<p>6 Sections of Bidding Document</p>	<p>6.2 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.</p>



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ITB No & Title	Description
	<p>PART I: Bidding Procedures</p> <ul style="list-style-type: none"> • 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 <p>PART 2: Procuring Agency's Requirements</p> <ul style="list-style-type: none"> • Section VII - Procuring Agency's Requirements <p>PART 3: Contract</p> <ul style="list-style-type: none"> • Section VIII - General Conditions of Contract (GCC) • Section IX - Special Conditions of Contract (SCC) • Section X - Contract Forms <p>.3 The Specific Procurement Notice - Request for Bids (IFB) or the notice to prequalified Bidders, as the case may be issued by the Procuring Agency is not part of this bidding document.</p> <p>.4 Unless obtained directly from the Procuring Agency, the Procuring Agency 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 Agency shall prevail.</p> <p>.5 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.</p>
<p>7 Clarification of Bidding Document</p>	<p>.2 A Bidder requiring any clarification of the bidding document shall contact the Procuring Agency in writing at the Procuring Agency's address specified in the BDS. The Procuring Agency 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 Agency 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 Agency 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 Agency shall</p>



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ITB No & Title	Description
8 Amendment of Bidding Document	<p>amend the bidding document following the procedure under ITB 9 and ITB 23.2.</p> <p>8.2 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the bidding document by issuing addenda.</p> <p>8.3 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 Agency in accordance with ITB 6.3. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency's web page in accordance with ITB 8.1.</p> <p>8.4 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.</p>
C. Preparation of Bids	
9 Cost of Bidding	<p>9.2 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.</p>
10 Language of Bid	<p>10.2 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency 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.</p>
11 Documents Comprising the Bid	<p>11.2 The Bid shall comprise the following:</p> <ul style="list-style-type: none">(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;



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ITB No & Title	Description
	<p>(f) Qualifications: documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;</p> <p>(g) Bidder's Eligibility: documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;</p> <p>(h) Conformity: documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and</p> <p>(i) any other document required in the BDS.</p>
	<p>11.3 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.</p> <p>11.4 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.</p>
<p>12 Letter of Bid and Activity Schedule</p>	<p>2.2 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.</p>
<p>13 Alternative Bids</p>	<p>13.2 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 Agency.</p> <p>13.3 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.</p> <p>13.3 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 Agency's Requirements.</p>
<p>14 Bid Prices and Discounts</p>	<p>14.2 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.</p>



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ITB No & Title	Description
	<p>14.3 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).</p> <p>14.4 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.</p> <p>14.5 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1.</p> <p>14.6 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 Agency's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.</p> <p>14.7 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.</p> <p>14.8 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.</p> <p>14.9 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.</p>
15 Currencies of Bid and Payment	<p>15.2 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 Agency's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Procuring Agency's Country, unless otherwise specified in the BDS.</p> <p>15.3 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 Agency's Country.</p> <p>15.4 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.</p> <p>15.5 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1.</p>



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ITB No & Title	Description
	<p>15.6 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.</p> <p>15.7 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.</p>
16 Documents Establishing Conformity of Services	<p>16.2 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 Agency’s Requirements.</p> <p>16.3 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 Agency’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Agency’s Requirements.</p>
17 Documents Establishing the Eligibility and Qualifications of the Bidder	<p>17.2 To establish Bidder’s their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.</p> <p>17.3 The documentary evidence of the Bidder’s qualifications to perform the Contract if its Bid is accepted shall establish to the Procuring Agency’s satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Qualification and Evaluation Criteria.</p> <p>17.4 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.</p> <p>17.5 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.</p> <p>17.6 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Qualification and Evaluation Criteria.</p>
18 Period of Validity of Bids	<p>18.2 Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Procuring Agency in accordance with</p>



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ITB No & Title	Description
	<p>ITB 9. A Bid that is not valid until the date specified in the BDS, or any extended date if amended by the Procuring Agency in accordance with ITB 9, shall be rejected by the Procuring Agency as nonresponsive.</p> <p>18.3 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Procuring Agency 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.</p> <p>18.4 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:</p> <ul style="list-style-type: none">(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	<p>19.2 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.</p> <p>19.3 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.</p> <p>19.4 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:</p> <ul style="list-style-type: none">(a) an unconditional guarantee issued by a Procuring Agency or non-Procuring Agency financial institution (such as an insurance, bonding or surety company);(b) an irrevocable letter of credit;(c) a cashier's or certified check; or



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	<p>(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 Agency financial institution located outside the Procuring Agency's Country, the issuing non-Procuring Agency financial institution shall have a correspondent financial institution located in the Procuring Agency's Country to make it enforceable, unless the Procuring Agency has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a Procuring Agency 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 Agency 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.</p> <p>19.5 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 Agency as non-responsive.</p> <p>19.6 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.</p> <p>19.7 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.</p> <p>19.8 The Bid Security may be forfeited:</p> <ul style="list-style-type: none">(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:<ul style="list-style-type: none">(i) sign the Contract in accordance with ITB 45; or(ii) furnish a performance security in accordance with ITB 46. <p>19.9 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</p>



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	<p>members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.</p> <p>19.10 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and</p> <ul style="list-style-type: none">(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:<ul style="list-style-type: none">(i) sign the Contract in accordance with ITB 45; or(ii) furnish a performance security in accordance with ITB 46; <p>the Procuring Agency may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Procuring Agency for a period of time as stated in the BDS.</p>
20 Format and Signing of Bid	<p>20.2 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.</p> <p>20.3 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.</p> <p>20.4 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 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.</p> <p>20.5 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.</p>



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	20.6 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	<p>21.2 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:</p> <ul style="list-style-type: none">(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:<ul style="list-style-type: none">(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. <p>21.3 The inner and outer envelopes shall:</p> <ul style="list-style-type: none">(a) bear the name and address of the Bidder;(b) be addressed to the Procuring Agency in accordance with ITB 23.1;(c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and(d) bear a warning not to open before the time and date for Bid opening. <p>21.4 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.</p>
22 Deadline for Submission of Bids	<p>22.2 Bids must be received by the Procuring Agency 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.</p> <p>22.3 The Procuring Agency may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in</p>



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	accordance with ITB 8, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
23 Late Bids	23.2 The Procuring Agency 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 Agency 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	24.2 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 Agency prior to the deadline prescribed for submission of Bids, in accordance with ITB 23. 24.3 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders. 24.4 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 Bid Opening	25.2 Except as in the cases specified in ITB 23 and ITB 25.2, the Procuring Agency 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 . 25.3 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



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	<p>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.</p> <p>25.4 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.</p> <p>25.5 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.</p> <p>25.6 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 Agency may consider appropriate.</p> <p>25.7 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 Agency attending Bid opening in the manner specified in the BDS.</p> <p>25.8 The Procuring Agency shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).</p> <p>25.9 The Procuring Agency shall prepare a record of the Bid opening that shall include, as a minimum:</p> <ul style="list-style-type: none">(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;



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	<p>(d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.</p> <p>25.10 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.</p>
E. Evaluation and Comparison of Bids	
26 Confidentiality	<p>26.2 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.</p> <p>26.3 Any effort by a Bidder to influence the Procuring Agency in the evaluation or contract award decisions may result in the rejection of its Bid.</p> <p>26.4 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.</p>
27 Clarification of Bids	<p>27.2 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Procuring Agency may, at the Procuring Agency'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 Agency 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 Agency shall not be considered. The Procuring Agency'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 Agency in the evaluation of the Bids, in accordance with ITB 32.</p> <p>27.3 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.</p>
28 Deviations, Reservations, and Omissions	<p>28.2 During the evaluation of Bids, the following definitions apply:</p>



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	<p>(a) "Deviation" is a departure from the requirements specified in the bidding document;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and</p> <p>(c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.</p>
29 Determination of Responsiveness	<p>29.2 The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.</p> <p>29.3 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:</p> <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or</p> <p>(ii) limit in any substantial way, inconsistent with the bidding document, the Procuring Agency's rights or the Bidder's obligations under the Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>29.4 The Procuring Agency 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 Agency's Requirements have been met without any material deviation or reservation, or omission.</p> <p>29.5 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
30 Nonconformities, Errors and Omissions	<p>30.2 Provided that a Bid is substantially responsive, the Procuring Agency may waive any nonconformities in the Bid.</p> <p>30.3 Provided that a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify</p>



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	<p>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.</p> <p>30.4 Provided that a Bid is substantially responsive, the Procuring Agency 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 Agency shall use its best estimate.</p>
31 Correction of Arithmetical Errors	<p>31.2 Provided that the Bid is substantially responsive, the Procuring Agency shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none">(a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the Procuring Agency 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. <p>31.3 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.</p>
32 Conversion to Single Currency	<p>32.2 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.</p>
33 Margin of Preference	<p>33.2 A margin of preference shall not apply.</p>



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34 Evaluation of Bids	<p>34.2 The Procuring Agency 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 Agency 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:</p> <ul style="list-style-type: none">(a) substantially responsive to the bidding document; and(b) the lowest evaluated cost. <p>34.3 In evaluating the Bids, the Procuring Agency will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:</p> <ul style="list-style-type: none">(a) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;(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. <p>34.4 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.</p> <p>34.5 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.</p>



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35 Comparison of Bids	35.2 The Procuring Agency 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	36.2 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. 36.3 In the event of identification of a potentially Abnormally Low Bid, the Procuring Agency 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. 36.4 After evaluation of the price analyses, in the event that the Procuring Agency determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Procuring Agency shall reject the Bid.
37 Qualification of the Bidder	37.2 The Procuring Agency 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. 37.3 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. 37.4 Prior to Contract award, the Procuring Agency will verify that the successful Bidder (including each member of a JV) is not disqualified by the Procuring Agency due to noncompliance with contractual obligations. 37.5 The Procuring Agency will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Procuring Agency will require the Bidder to propose a replacement subcontractor. 37.6 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in



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	disqualification of the Bid, in which event the Procuring Agency 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 Agency's Right to Accept Any Bid, and to Reject Any or All Bids	38.2 The Procuring Agency 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	39.2 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 Procuring Agency 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 Agency, the Standstill Period shall not apply
40 Notification of Intention to Award	40.2 The Procuring Agency 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	41.2 Subject to ITB 39, the Procuring Agency 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:



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	<ul style="list-style-type: none"> (a) substantially responsive to the bidding document; and (b) the lowest evaluated cost.
<p>42 Notification of Award</p>	<p>42.2 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 Agency 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 the Procuring Agency 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”).</p>
	<p>42.3 At the same time, the Procuring Agency shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Procuring Agency; (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.
	<p>42.4 The Contract Award Notice shall be published on the Procuring Agency’s website and KPPRA’s website.</p>
	<p>42.5 Until a formal Contract is prepared and executed, the Letter of Acceptance or Purchase Order shall constitute a binding Contract.</p>
<p>43 Debriefing by the Procuring Agency</p>	<p>43.2 On receipt of the Procuring Agency’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 Agency for</p>



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	<p>a debriefing. The Procuring Agency shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.</p> <p>43.3 Where a request for debriefing is received within the deadline, the Procuring Agency shall provide a debriefing within five (5) Business Days, unless the Procuring Agency 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 standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Procuring Agency shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.</p> <p>43.4 Where a request for debriefing is received by the Procuring Agency later than the three (3)-Business Day deadline, the Procuring Agency 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.</p> <p>43.5 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.</p>
44 Signing of Contract	44.2 The successful Bidder shall sign, date and return to the Procuring Agency, the Contract Agreement within Fifteen (15) days of its receipt.
45 Performance Security	45.2 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Procuring Agency, 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 Agency. 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 Agency. A foreign institution providing a bond shall have a correspondent financial institution located in the Procuring Agency's Country, unless the Procuring Agency has agreed in writing that a correspondent financial institution is not required.



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	45.3 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 Agency may award the Contract to the Bidder offering the next Most Advantageous Bid.
46 Adjudicator	46.2 The Procuring Agency 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 Agency 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	47.2 The procedures for grievance related to Public Procurement are as specified in the BDS.



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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	The reference number of the Request for Bids (IFB) is: KPFS&HFA/APP/Veh-Ins/2024-2025/-01
ITB 1.3	The Intended Completion Date is: The intended Completion Date will be after 1 year from the day contract is signed by successful bidder and Procuring Agency. However, contract can be renewed with a yearly extension upto maximum 3 years subject to performance review by a Committee and finding satisfactory performance of service provider and mutual consent of Procuring Agency & Service Provider.
ITB 2.1	The Procuring Agency is: Khyber Pakhtunkhwa Food Safety & Halal Food Authority The name of the IFB is: Procurement of Insurance Service for Official Vehicles
	B. Contents of Bidding Document
ITB 7.1	For <u>Clarification of Bid purposes</u> only, the Procuring Agency's address is: Attention: Assistant Director Procurement Address: Khyber Pakhtunkhwa Food Safety & Halal Food Authority Floor/ Room number: Ground Floor, New C&W Building City: Peshawar Country: Pakistan Telephone: 091-9212959 Electronic mail address: info@kpfsa.gov.pk
	C. Preparation of Bids
ITB 10.1	The language of the Bid is: English All correspondence exchange shall be in English language.
ITB 13.1	Alternative Bids will not be considered.
ITB 13.2	Alternative times for completion are not permitted.
ITB 14.7	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 15.1	The Bidder <i>is</i> required to quote in the currency of the Procuring Agency's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.



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ITB 17.4	Prequalification has not been undertaken.
ITB 18.1	The period of Bid validity shall be for the life of the contract.
ITB 18.3 (a)	Fixed price contract without any adjustments
ITB 19.1	The Bidder shall provide bid security inside financial Bid. An affidavit shall be provided in Technical bid regarding submission of Bid security. Bid Security shall be in Pak rupees in favor of in favor of the Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority for an amount equal to 2% of the total quoted price by the bidder (inclusive GST, if applicable) in shape of Call deposit Receipt (CDR), Demand Draft (DD), Pay order or Bank Guarantee 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: one
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.
D. Submission and Opening of Bids	
ITB 22.1	For <u>Bid submission purposes</u> only, the Procuring Agency's address is: <u>Khyber Pakhtunkhwa Food Safety & Halal Food Authority Ground Floor, New C&W Building, Khyber Road Peshawar</u> Attention: Assistant Director (Procurement) Street Address: Khyber Pakhtunkhwa Food Safety & Halal Food Authority Ground Floor, New C&W Building, Khyber Road Peshawar
ITB 22.1	The deadline for Bid submission is: Date: 30th October 2024 Time: 1:00 PM
ITB 25.1	The Bid opening will take place at Khyber Pakhtunkhwa Food Safety & Halal Food Authority Ground Floor, New C&W Building, Khyber Road Peshawar Date: 30th October 2024 Time: 2:00 PM
ITB 25.6	N/A
E. Evaluation and Comparison of Bids	



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ITB 32.1	Bids will be evaluated on the basis of Technical & Financial criteria provided herein these bidding documents, bids that are substantially responsive to the bidding documents and meets qualification criteria and are technically qualified shall qualify for financial bid opening and financial evaluation.
	F. Award of Contract
ITB 41.1	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.
ITB 46.1	Dispute will be resolved as per arbitration act 1940 of Pakistan
ITB 47	The procedures for Grievance Redressal are detailed in the “Khyber Pakhtunkhwa Public Procurement Grievance Redressal Rules, 2017”. Procuring Agency will process all grievance in light of the said the Rules.



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



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Qualification Criteria *(must meet criteria)*

For factors retained in the Bid Data Sheet pursuant to ITB 25, Following quantification methods will be applied, submitted offers will be reviewed to determine compliance with Procuring Agencies mandatory requirements which serves the purpose to evaluate the responsiveness and eligibility of the bidder and goods proposed under the category of Administrative Evaluation. Only bids found to be responsive and eligible will be further evaluated for technical criteria. The Bidder shall furnish documentary evidence as mentioned to demonstrate meet the following Qualification/ Eligibility requirement:

i. Verification:

The validity of the Bidder requires that all relevant forms be signed by authorized person or persons; and all the pages of the bidding document must be initialed or stamped by the bidder.

ii. Compliance to Agreement:

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

iii. Registration of firm/company:

Offers must include company documentation, including documentation regarding the company's legal status and registration under relevant law of Khyber Pakhtunkhwa or Government of Pakistan.

iv. Tax Registration:

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

- a. Valid Income Tax Registration
- b. Duly registered with Khyber Pakhtunkhwa Revenue Authority (KPRA) for the purpose of Sales Tax on services
- c. Bidder must be active taxpayer and listed as an active taxpayer on the respective websites of relevant taxation authorities.

vii. Bid Security:

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

viii. Price/Bid Validity:

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

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

- a. Only genuine manufacturer's warranty for replacement and not repair of the complete



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equipment and parts shall be done during the warranty period.

- b. That the firm is never blacklisted on any grounds whatsoever by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- c. All the bidders are required to declare Conflict of Interest, if any along with Bid Solicitation Documents.
- d. That bidder has submitted Bid Security amounting to **2%** of the proposed bid inside financial proposal.
- e. Bidder to provide written undertaking that they have not offered /is not providing the same services at a price lower than that offered in the present bid to any other Public or Private Sector organization and if has been offered at a lower price, then the details regarding the cost, time of services supply and quantity of vehicles be included as part of the commercial offer. In case of non-disclosure, if it is found at any stage that the same service was provided by the Bidder at a lower price, then that very price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the Procuring Agency, if the contract has already been concluded.

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

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



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TECHNICAL EVALUATION CRITERIA

Technical Evaluation is related to Capabilities of supplier / bidder or firm along with conformance of the proposed services with the requirements.

TECHNICAL EVALUATION CRITERIA INSURANCE OF OFFICIAL VEHICLES				
Sno	CATEGORY	Total Score	CRITERIA FOR SCORE	Score
1	OPERATIONAL HISTORY: Number of Years firm is Registered & Operational involved in providing Insurance <i>(as an evidence Insurance Company Registration Certificate along with Profile shall be submitted)</i>	10	a. More than 20 Years	10
			b. More than 15 Years upto 19 Years	8
			c. More than Ten (10) Years upto Fourteen (14) Years	6
			d. More than Five (05) Years upto Nine (09) Years	4
			e. Five (05) Years	2
			f. Less than Five (05) Years	0
2	Value of on-going / Completed Contracts: On-going or completed contracts of similar nature in public or private sector within last Three (03) years Completed projects: <i>Submit Satisfactory Completion certificate</i> On-going Contracts: <i>Submit copy of purchase order along copy of signed contract</i>	10	a. More than PKR 10 million	10
			b. More than PKR Seven (07) to Ten (10) million	8
			c. More than PKR Five (05) to Seven (07) million	6
			d. More than PKR Three (03) to Five (05) million	4
			e. Less than PKR 3 million	0
3	Rating by PACRA	20	a. AA+ or above	20
			b. AA	15
			c. AA-	10
			d. Less than AA-	0
4	Office & Panel Workshops	15		
a	Office availability in Peshawar	5	a. Established office in Peshawar	5



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TECHNICAL EVALUATION CRITERIA INSURANCE OF OFFICIAL VEHICLES				
Sno	CATEGORY	Total Score	CRITERIA FOR SCORE	Score
			b. Office not established in Peshawar	0
b	Availability of Panel Workshop: in all Divisional Headquarters of Khyber Pakhtunkhwa i.e (Peshawar, Bannu, DI Khan, Mardan, Kohat, Malakand, Hazara)	10	a. Panel Workshop available in all Seven (07) divisional HQ's of Khyber Pakhtunkhwa	10
			a. Panel Workshop available in Six (06) divisional HQ's of Khyber Pakhtunkhwa	9
			b. Panel Workshop available in Five (05) divisional HQ's of Khyber Pakhtunkhwa	7
			c. Panel Workshop available in Four (04) divisional HQ's of Khyber Pakhtunkhwa	6
			d. Panel Workshop available in Three (03) divisional HQ's of Khyber Pakhtunkhwa	4
			e. Panel Workshop available in Two (02) divisional HQ's of Khyber Pakhtunkhwa	3
			f. Panel Workshop available in One (01) divisional HQ's of Khyber Pakhtunkhwa	1
5	Experience in providing Motor Vehicle Insurance	15	a. 05 supply completion certificates submitted are provided issued by purchaser of Semi Government and / or Government Departments for supplying same goods under same nature and / or type of contract (Framework Agreement).	15
			b. 04 supply completion certificates submitted are provided issued by purchaser of Semi Government and / or Government Departments for supplying same goods under same nature and / or type of contract (Framework Agreement)	12
			c. 03 supply completion certificates submitted are provided issued by purchaser of Semi Government and / or Government Departments for supplying same goods under	9



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TECHNICAL EVALUATION CRITERIA INSURANCE OF OFFICIAL VEHICLES				
Sno	CATEGORY	Total Score	CRITERIA FOR SCORE	Score
			same nature and / or type of contract (Framework Agreement)	
			d. 02 supply completion certificates submitted are provided issued by purchaser of Semi Government and / or Government Departments for supplying same goods under same nature and / or type of contract (Framework Agreement)	6
			e. 01 supply completion certificates submitted are provided issued by purchaser of Semi Government and / or Government Departments for supplying same goods under same nature and / or type of contract (Framework Agreement)	3
			f. "Zero" (0) score will be awarded for no submission by the bidder	0
6	Customer Support and Feedback: Client satisfaction and feedback on support services for vehicle insurance. Evidence of satisfactory recommendation signed & stamped by client on its company letter head must be submitted	10	a. Five (05) recommendation letters for insurance of vehicles are provided / issued by Public and/or Private Sector	10
			b. Four (04) recommendation letters for insurance of vehicles are provided issued by Semi Government / Government Departments	8
			c. Three (03) recommendation letters for insurance of vehicles are provided issued by Semi Government / Government Departments	6
			d. Two (02) recommendation letters for insurance of vehicles are provided issued by Semi Government / Government Departments	4
			e. One (01) recommendation letters for insurance of vehicles are provided issued by Semi Government / Government Departments	2



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TECHNICAL EVALUATION CRITERIA INSURANCE OF OFFICIAL VEHICLES				
Sno	CATEGORY	Total Score	CRITERIA FOR SCORE	Score
			f. For No submission "Zero" (0) score will be awarded.	0
7	Claim Settlement Efficiency: Least period used to settle previous claims (only motor insurance) upon presentation of all required documents (attach evidence from 3 different Clients)	10	a. Claims settled within 30 Days	10
			b. Claims settled beyond 30 days but less than 60 days	5
			c. Claims settled beyond 60 days but before 90 days	3
			d. Claims settled beyond 90 days	0
8	Audit Reports	10	a. Audit reports of last consecutive 3 years.	10
			b. Audit reports of last consecutive 2 years.	8
			c. Audit reports of last year.	6
Total		100		

Technical Evaluation of the bid has been allotted 60% weightage. Bids will be scored for 100 points and weighted Technical Evaluation Score will be calculated using below methodology:

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

= (70 x 60) ÷ 100 = 42

Technical Evaluation Weight	60%
Financial Evaluation Weight	40%
Total	100%

Financial Scoring:

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

= [86 ÷ 86] x 30



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

- If the next higher quoted price of the same item is Rs. 105/-, the marks obtained will be:
= $[86 \div 105] \times 30 = 24.57$ Marks
- If the next higher quoted price of the same item is Rs. 130/-, the marks obtained will be:
= $[86 \div 130] \times 30 = 19.84$ Marks And so on.



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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: [28th October 2024]
IFB No.: [KPFS&HFA/APP/VEH-INS/2024-25/01/]

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 Agency based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Procuring Agency'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 Agency or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency or a debarment imposed by the Procuring Agency in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Procuring Agency and other Public Procuring Agency's. Further, we are not ineligible under the Procuring Agency'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: [28th October 2024]

IFB No.: [No. KPFS&HFA/APP/VEH-INS/2024-25/01/]

Page _____ of _____ pages

1. Bidder's Name [insert Bidder's legal name]
2. Bidder's actual or intended country of registration: [insert actual or intended country of registration]
3. Bidder's year of registration: [insert Bidder's year of registration]
4. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]
5. 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]
6. 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 Agency named above, in accordance with ITB 4.4. <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">• Legal and financial autonomy• Operation under commercial law• Establishing that the Bidder is not under the supervision of the agency of the Procuring Agency
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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Form of Bid Security (Procuring Agency Guarantee)

[The Procuring Agency shall fill in this Procuring Agency 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]

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.

[Signature(s)]

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



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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/]

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 Agency 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 Agency 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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Part II – Procuring Agency’s Requirement



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Section VII - Activity Schedule Scope of Services

Service Provider to provide comprehensive vehicle insurance for official vehicles of the Khyber Pakhtunkhwa Food Safety & Halal Food Authority)"

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. The Khyber Pakhtunkhwa Food Safety & Halal Food Authority has established mobile Food Testing Laboratories and are currently operating in all Seven Divisional HQs and Five Districts of Khyber Pakhtunkhwa Province.

Khyber Pakhtunkhwa Food Safety & Halal Food Authority intends to hire Service Provider/ Insurance Company to provide comprehensive insurance for Official Vehicles. Detailed Technical Requirements and risks to be covered is as follows:

Sno	Categories	Specification
01	Financial Losses	Accident, Fire Lightning, Earthquake, Burglary, Housebreaking or theft, Malicious act, Flood, Whilst in Transit, Terrorism, Riot & Strike Total Loss, Personal accident cover
02	Accidental Loss	Accidents not intentionally caused, Damages from theft & other uncontrollable circumstances, unfortunate misshape
03	Theft of Vehicle / Snatching	Vehicle loss in case of theft, burglary, robbery, abduction, Hijack etc.

Note:

- The insurance Company shall appoint surveyor within 3 hours after the registration of claim countrywide and shall be responsible for claim settlement within 24-36 hour.
- Damage of Paint is also included in insurance policy.
- There shall be no depreciation amount paid on replacement of new parts, this will be completely responsibility of service provider.

Risks to be covered.

Below are the minimum risks to be covered.

- Loss or Damage**
 - Accidental external means.



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- b) Fire, external explosion, self-ignition or lighting or frost.
- c) Burglary, house/office-breaking, theft or snatching.
- d) Malicious act.
- e) Riot, strike.
- f) Flood, hail, wind, hurricane, cyclone, tornado or typhoon
- g) Terrorism, bomb blast.
- h) Earthquake, volcanic, eruption or other convulsion or nature

2. Fleet to be insured.

The tentative list of fleets to be covered is provided below. List is subject to change as per Procuring Agency's requirements:

Vehicle Details for Insurance			
Vehicle Make	Vehicles quantity	Model	Registration Year
Toyota Fortuner (Sigma 4) 4x4 2.8 Liters (Diesel) Automatic	1	2022	2022
Toyota Commuter Hi-roof Hiace (2800 cc) Diesel Manual	5	2022	N/A
Toyota Commuter Hi-roof Hiace (2800 cc) Diesel Manual	7	2021	2022

Sno	Vehicle	Manufacturing Year	Registration No	Value (Rs)
1	Toyota Fortuner (Sigma 4) 4x4 2.8 Liters	2022	GD-333	Rs 10,571,606
2	Toyota Commuter Hi-roof Hiace (2800 cc)	2021	AB-4752	Rs 7,898,000
3	Toyota Commuter Hi-roof Hiace (2800 cc)	2021	AB-4743	Rs 7,898,000
4	Toyota Commuter Hi-roof Hiace (2800 cc)	2021	AB-4745	Rs 7,898,000
5	Toyota Commuter Hi-roof Hiace (2800 cc)	2021	AB-4746	Rs 7,898,000
6	Toyota Commuter Hi-roof Hiace (2800 cc)	2021	AB-4750	Rs 7,898,000
7	Toyota Commuter Hi-roof Hiace (2800 cc)	2021	AB-4749	Rs 7,898,000
8	Toyota Commuter Hi-roof Hiace (2800 cc)	2021	AB-4751	Rs 7,898,000
9	Toyota Commuter Hi-roof Hiace (2800 cc)	2022	APL-2022	Rs 11,228,239
10	Toyota Commuter Hi-roof Hiace (2800 cc)	2022	APL-2022	Rs 11,228,239
11	Toyota Commuter Hi-roof Hiace (2800 cc)	2022	APL-2022	Rs 11,228,239
12	Toyota Commuter Hi-roof Hiace (2800 cc)	2022	APL-2022	Rs 11,228,239
13	Toyota Commuter Hi-roof Hiace (2800 cc)	2022	APL-2022	Rs 11,228,239



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Part III – Conditions of Contract and Contract Forms



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Section VIII - General Conditions of Contract

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General Conditions of Contract

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract

A. General Provisions

1.1 Definitions

- (a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (b) The Adjudicator is the person appointed jointly by the Procuring Agency and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder;
- (c) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Agency;
- (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) "Procuring Agency" means the party who employs the Service Provider;
- (h) "Procuring Agency's Personnel" means all staff, labor and other employees of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Service provider;
- (i) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;
- (j) "GCC" means these General Conditions of Contract;
- (k) "Government" means the Government of the Procuring Agency's Country;
- (l) "Member," in case the Service Provider consist of a joint venture of more than one Agency, means any of these entities; "Members" means all these entities, and "Member in Charge" means the Agency specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Agency under this Contract;
- (m) "Party" means the Procuring Agency or the Service Provider, as the case may be, and "Parties" means both of them;
- (n) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Procuring Agency;
- (o) "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



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	<p>Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;</p> <p>(p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>(q) “Specifications” means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract;</p> <p>(r) “Services” means the work to be performed by the Service Provider pursuant to the Contract;</p> <p>(s) “Subcontractor” means any Agency to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.</p>
1.2 Applicable Law / Law Governing Contract	The Contract shall be interpreted in accordance with the laws of the Procuring Agency’s Country, unless otherwise specified in the Special Conditions of Contract (SCC).
1.3 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.
1.4 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.
1.5 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 Government’s country or elsewhere, as the Procuring Agency may approve.
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Service Provider may be taken or executed by the officials specified in the SCC.
1.7 Inspection and Audit by the Procuring Agency	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 Agency and/or persons appointed by the Procuring Agency 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 Agency. 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 Agency’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well



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	as to a determination of ineligibility pursuant to the Procuring Agency'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.
1.9 Fraud & Corruption	<p>A. If the Procuring Agency determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014. Any Personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.</p> <p>Integrity Pact</p> <p>B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:</p> <ul style="list-style-type: none"> (a) Recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants; (b) Terminate the Contract; and (c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants. <p>On termination of the Contract under Sub-Para (b) of this Sub Clause, the Service Provider shall proceed in accordance with Sub Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).</p>

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	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.



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2.3 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .
2.4 Modification or Variation	<p>Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>Modification or variation shall not be effective until the consent of the Procuring Agency or of the Association, as the case may be, has been obtained.</p>
2.4.1 Value Engineering	<p>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;</p> <ul style="list-style-type: none">(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 Agency may incur in implementing the value engineering proposal; and(c) a description of any effect(s) of the change on performance/functionality. <p>The Procuring Agency may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <ul style="list-style-type: none">(a) accelerates the delivery period; or(b) reduces the Contract Price or the life cycle costs to the Procuring Agency; or(c) improves the quality, efficiency, safety or sustainability of the services; or(d) yields any other benefits to the Procuring Agency, <p>without compromising the necessary functions of the Services.</p> <p>If the value engineering proposal is approved by the Procuring Agency and results in:</p>



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	<p>(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</p> <p>(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.</p>
2.5 Force Majeure	<p>Notwithstanding the provisions of GCC Clauses 2.1, 1.2, and 1.8, the Service provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g.: epidemics, pandemics, quarantine restrictions etc. from the purview of “Force Majeure”.</p> <p>If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning “Force Majeure” may be decided through means given herein</p>
2.5.1 Definition	<p>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.</p>
2.5.2 No Breach of Contract	<p>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.</p>



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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.
2.6 Termination	
2.6.1 By the Procuring Agency	<p>The Procuring Agency may at any time terminate the Contract in case of the occurrence of any of the events specified in Paragraphs (a) through (f) of this Clause GCC 2.6.1. In such an occurrence the Procuring Agency shall give a not less than thirty (30) days' written notice of termination to the Service Provider, and sixty (60) days' in the case of the event referred to in (e). by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.</p> <ul style="list-style-type: none">(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 Agency may have subsequently approved in writing;(b) If the Service Provider become insolvent or Procuring Agency;(c) If the Service Provider, in the judgment of the Procuring Agency 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.(d) 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(e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.(f) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.



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2.6.2 By the Service Provider	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Sub-Clause 2.6.2:</p> <ul style="list-style-type: none">(a) If the Procuring Agency 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.(c) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.
2.6.3 Payment Upon Termination	<p>Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or GCC 2.6.2, the Procuring Agency shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none">(a) Payment pursuant to Clause GCC 6 for Services satisfactorily Performed prior to the effective date of termination;(b) except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GCC 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 Personnel and their eligible dependent's.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General	<p>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.</p> <p>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 Agency's country where the Services are executed.</p> <p>If required in the SCC, the Service Provider shall submit to the Procuring Agency for its approval a health and safety manual which has been specifically prepared for the Contract.</p> <p>The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.</p> <p>The health and safety manual shall set out any applicable health and safety requirement under the Contract,</p> <ul style="list-style-type: none">(a) which may include:
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	<ul style="list-style-type: none">(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 <p>(b) any other requirements stated in the Procuring Agency's Requirements.</p> <p>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 Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with Subcontractors or third parties.</p> <p>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.</p>
3.1.1 Standard of Performance	<p>The Service Provider shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.</p> <p>The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with Sub-Consultants or third parties.</p>
3.2 Conflict of Interests	<p>The Service Provider shall hold the Procuring Agency's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests</p>
3.2.1 Service Provider Not to Benefit from Commissions and Discounts.	<p>The remuneration of the Service Provider pursuant to Clause GCC 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</p>



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	<p>Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.</p>
3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project	<p>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.</p>
3.2.3 Prohibition of Conflicting Activities	<p>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 Agency, 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.</p>
3.3 Confidentiality	<p>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 Agency's business or operations without the prior written consent of the Procuring Agency.</p>
3.5 Service Provider's Actions Requiring Procuring Agency's Prior Approval	<p>The Service Provider shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none">(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	<ul style="list-style-type: none">(a) The Service Provider shall submit to the Procuring Agency the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.(b) If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects.(c) The Service Provider shall inform the Procuring Agency immediately of any allegation, incident or accident in the locations in the Procuring Agency's country where the Services are executed, which has or is



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	<p>likely to have a significant adverse effect on the environment, the affected communities, the public, Procuring Agency'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.</p> <p>(d) The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Procuring Agency 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 Agency'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 Agency within the timeframe agreed with the Procuring Agency.</p> <p>(e) 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.</p>
3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Agency	<p>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 Agency, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Agency, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p>
3.8 Liquidated Damages	<p>Subject to GCC Clause 2.5, if the Contractor fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC along with other remedies available under KPPRA Rules 2014.</p>
3.8.1 Payments of Liquidated Damages	<p>The Service Provider shall pay liquidated damages to the Procuring Agency 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</p>



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	<p>liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p>
3.8.2 Correction for Over-payment	<p>If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency 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.</p>
3.8.3 Lack of performance penalty	<p>If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency'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.</p>
3.9 Performance Security	<p>Within seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount</p> <p>specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.</p> <p>6.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>6.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:</p> <p>(a) a bank guarantee issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents; or</p> <p>(b) a Bank Guarantee, Bank call-deposit (CDR).</p> <p>6.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Contractor not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p>
3.10 Fraud and Corruption	<p>The Procuring Agency requires compliance with the Procuring Agency'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.</p> <p>The Procuring Agency requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents</p>



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	<p>or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>
3.11 Sustainable Procurement	<p>The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.</p>
3.12 Code of Conduct	<p>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 Agency's country where the Services are provided.</p> <p>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.</p> <p>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.</p> <p>The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations in the Procuring Agency'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 Agency's Personnel and the local community.</p> <p>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.</p>
3.13 Training of Service Provider's Personnel	<p>The Service Provider shall provide appropriate training to its relevant personnel on any applicable aspects of the Contract.</p> <p>As stated in the Procuring Agency's Requirements or as instructed by the Procuring Agency, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be trained on applicable aspects of the Contract by the Procuring Agency's Personnel and/or other personnel assigned by the Procuring Agency.</p>
3.14 Security of the Site	<p>Unless stated otherwise in the SCC, the Service Provider shall be responsible for the security at the locations in the Procuring Agency'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 locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.</p>



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	<p>If required in the SCC, prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Procuring Agency's No-objection a security management plan that sets the security arrangements for the locations in the Procuring Agency's country where the Services are executed.</p> <p>In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Procuring Agency's Requirements.</p> <p>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 Agency'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 Agency's Requirements.</p> <p>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.</p>
3.15 Protection of the Environment	<p>As applicable, the Service Provider shall take all necessary measures to:</p> <ol style="list-style-type: none">i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; andii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/ or activities. <p>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 Agency's Requirements, nor those prescribed by applicable laws.</p> <p>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 Agency 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 Agency.</p>
3.16 Cultural Heritage Findings	<p>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 Agency's country where the Services are carried out shall be placed under the care and custody of the Procuring Agency.</p> <p>As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Procuring Agency, to give the Procuring</p>



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	Agency the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.
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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 Agency.
4.2 Removal and/or Replacement of Personnel	<p>(a) Except as the Procuring Agency 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.</p> <p>(b) The Procuring Agency may require the Service Provider to remove (or cause to be removed) a Service Provider’s Personnel, who:</p> <ul style="list-style-type: none"> (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 Agency’s Personnel; (vii) undertakes behavior which breaches the Code of Conduct (ES), as applicable. <p>As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.</p> <p>Notwithstanding any requirement from the Procuring Agency 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), (iii), (iv), (v) or (vii) above or has been recruited as stated in (vi) above.</p> <p>(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
4.3 Service Provider’s Personnel	Engagement of Service Provider’s Personnel



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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 Agency'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 Agency

The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Procuring Agency'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 Procuring Agencies 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 Agency'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.



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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 Agency'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 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



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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 Agency's consent. The Service Provider shall be subject to regular monitoring by the Procuring Agency 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:

- (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 Agency.



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5. OBLIGATIONS OF THE PROCURING AGENCY

5.1 Assistance and Exemptions	The Procuring Agency 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 Agency 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 Performance Incentive Compensation	6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a 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 Agency 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 Agency 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 Agency



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	<p>has given written instructions in advance for additional services to be paid in that way.</p> <p>6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Procuring Agency. Each completed form shall be verified and signed by the Procuring Agency representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.</p> <p>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</p>
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7. Quality Control

7.1 Identifying Defects	<p>The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency 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 Agency may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.</p>
7.2 Correction of Defects, and Lack of Performance Penalty	<p>(a) The Procuring Agency 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.</p> <p>(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 Agency's notice.</p> <p>(c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency 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.</p>

8. SETTLEMENT OF DISPUTES



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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	<p>8.2.1 If any dispute arises between the Procuring Agency 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.</p> <p>8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.</p> <p>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 Agency 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.</p> <p>8.2.4 Unless otherwise agreed by both the Procuring Agency and the Service Provider, arbitration shall be conducted as follows:</p> <p>(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;</p> <p style="text-align: center;">and</p> <p>(b) For contracts with national Service Providers, arbitration with proceedings conducted in accordance with the laws of the Procuring Agency's country.</p> <p>8.2.5 Should the Adjudicator resign or die, or should the Procuring Agency 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 Agency and the Service Provider. In case of disagreement between the Procuring Agency 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.</p>



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Section IX - Special Conditions of Contract



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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 <i>Pakistan</i> .”
1.1(e)	The contract name is Procurement of Insurance Service for Official Vehicles
1.1(h)	The Procuring Agency is Khyber Pakhtunkhwa Food Safety & Halal Food Authority.
1.1(q)	The Service Provider is <i>After due process accordingly</i>
1.2	The Applicable Law is: KPPRA Act 2012 and Khyber Pakhtunkhwa Public Procurement of Goods Works & Services Rules 2014.
1.3	The language is <i>English</i>
1.4	The Procuring Agency’s address is: <u>Khyber Pakhtunkhwa Food Safety & Halal Food Authority Ground Floor, New C&W Building, Khyber Road Peshawar</u> Service Provider: _____ Attention: _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Procuring Agency: The Contract Administrator and Contract Manager of appointed at the time of signing of contract. For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is the Date of signing of contract and submission of performance security.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is <i>After one year from the date of signing of the contract.</i>
2.4.1	If the value engineering proposal is approved by the Procuring Agency the amount to be paid to the Service Provider shall be ____% [<i>insert appropriate percentage. The percentage is normally up to 50%</i>] of the reduction in the Contract Price.
3.5(d)	The other actions are _____.]
3.8.1	The liquidated damages rate is (0.07%) per day of the total contract price. The maximum amount of liquidated damages for the whole contract is (10%) percent of the final Contract Price.
3.9	A Performance Security is required.



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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>The amount of Performance Guarantee, as a percentage of the Contract Price, shall be: up to ten (10%) percent of the total contract price.</p> <p>The designated amount of performance security in the shape of non-recourse, irrevocable and unconditional bank guarantee from scheduled bank of Pakistan on the prescribed format attached with the bidding document shall be submitted by the winner/ lowest evaluated Bidders / Service Providers to Procuring Agency after issuing of the letter of acceptance with in Five (05) working days (in official hour).</p> <p>In case of fail to deposit the required performance security with in prescribed time/ extended time in writing. Service provider will be liable for imposition of liquidated damages at rate noted above.</p> <p>In addition, Procuring Agency has the right to reject the bid of such Bidders / Service Providers and forfeit his bid security and initiate other legal action against him. The performance security may be released after the completion of the satisfactory services as per the contract or as per the satisfaction of Procuring Agency.</p> <p>In case of any kind of warranted goods/ services/ works provided/ done by the contractor, Procuring Agency shall reserve the rights to call guarantee in shape of CDR, Demand draft or bank guarantee etc. to the extent of such warranted goods/ works or services until the warrantee period from the contractor if the performance guarantee has been released or need to be returned. Moreover, Procuring Agency may ask the contractor for signing/ submission of indemnity bond at the time of releasing of performance guarantee to the contractor</p>
6.2(a)	The amount in local currency is _____.
6.4	The method and conditions of payment to be made to the Contractor shall be as decided at the time of signing of Contract.
8.1	Disputes shall be settled by KPITB Grievance Redressal Committee or through arbitration Act of 1940 or through Grievance Redressal as per KPPRA Rules 2014



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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)

Letter of Acceptance

[letterhead paper of the Procuring Agency]

[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 Agency. 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 Agency.

We confirm that [insert name proposed by Procuring Agency 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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Contract Agreement

This AGREEMENT is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Agency] (hereinafter called the “Procuring Agency”) 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 Agency, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Agency”) 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 Agency 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 Agency 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 Agency 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 Agency has received [or has applied for] a loan from the International Procuring Agency for Reconstruction and Development (hereinafter called the “Procuring Agency”) [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 Agency [or Association] will be made only at the request of the Procuring Agency and upon approval by the Procuring Agency [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 Agency 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 Agency

Appendix G: Performance Incentive Compensation

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

2. The mutual rights and obligations of the Procuring Agency 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 Agency 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 Agency:

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]*



GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



Performance Security

Option I: (Procuring Agency Guarantee)

[The Procuring Agency, 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 Agency]

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...², 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.

¹ 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.

² 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)]