



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



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

BID SOLICITATION DOCUMENTS

FOR

PROCUREMENT & SUPPLY

OF

OFFICE STATIONARY, JANITORIAL & OTHER MISC ITEMS

PRINTER & COPIER TONERS & OTHER SUPPLIES,

PRINTING OFFICIAL DOCUMENTS, SOVENIOURS &

SHIELDS SEALING, SEALING & SAMPLING ITEMS

UNDER FRAMEWORK AGREEMENT FY 2024-2025

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PART ONE - SECTION I (INSTRUCTIONS TO BIDDERS)



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INSTRUCTIONS TO BIDDERS

A. Introduction

1. Source of Funds	1.1	The Procuring Agency has received/ applied for loan/ grant/ federal/ provincial/ local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
	1.2	The funds referred to above in addition shall be “Public Fund” which according to 2 (1) (l) of KPP Rules 2014 means (i) Provincial Consolidated Fund; (ii) foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
	1.3	Payment by the Fund will be made only at the request of the Procuring Agency and upon approval by the Government of Khyber Pakhtunkhwa, and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations . No party other than the Procuring Agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
2. Eligible Bidders	2.1	This Invitation for Bids is open to all suppliers from eligible source as defined in the Khyber Pakhtunkhwa Public Procurement Rules, 2014 and its Bidding Documents except as provided hereinafter.
	2.2	Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
	2.3	Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent Agency of the Government of Khyber Pakhtunkhwa.
	2.4	Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government organization in accordance with the Rule 44(I) KPP



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		Rules 2014.
3. Eligible Goods and Services	3.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
	3.2	For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of goods and services is distinct from the nationality of the Bidder.
4. Cost of Bidding	4.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		B. The Bidding Documents
5. Content of Bidding Documents	5.1	The bidding documents include: <ul style="list-style-type: none"> a) Instructions to Bidders (ITB) b) Bid Data Sheet (BDS) c) General Conditions of Contract (GCC) d) Special Conditions of Contract (SCC) e) Schedule of Requirements (SOR) f) Technical Specifications g) Bid Form and Price Schedules h) Bid Security Form i) Contract Form j) Performance Security Form k) Manufacturer’s Authorization Form
	5.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.
6. Clarification of Bidding	6.1	An interested Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing. The Procuring



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Documents		Agency will respond in writing to any request for Document's clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
7. Amendment of Bidding Documents	7.1	At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.
	7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
	7.3	In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.
		C. Preparation of Bids
8. Language of Bid	8.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
9. Documents Comprising the Bid	9.1	The bid prepared by the Bidder shall comprise the following components: a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11 and 12. b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and d) bid security furnished in accordance with ITB Clause 15.
10. Bid Form	10.1	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.



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



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		<p>the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</p> <p>d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	14.1	Pursuant to ITB Clause 9 , the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
	14.2	The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	14.3	<p>The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <p>a) a detailed description of the essential technical and performance characteristics of the goods;</p> <p>b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and</p> <p>c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</p>
	14.4	For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and Goods, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications



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15. Bid Security	15.1	Pursuant to ITB Clause 9 , the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid] ¹
	15.2	The bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7 .
	15.3	The bid security shall be in Pak. Rupees and shall be in one of the following forms: The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to Rs. 20,000/- Fixed in Shape of CDR from the account of bidder /firm who submits the bid in the name of "Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority". A pay order will not be acceptable.
	15.4	Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring Agency as non-responsive, pursuant to ITB Clause 24.
	15.5	Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Agency pursuant to ITB Clause 16.
	15.6	The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
	15.7	The bid security may be forfeited: a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) in the case of a successful Bidder, if the Bidder fails: i. to sign the contract in accordance with ITB Clause 32; or ii. to furnish performance security in accordance with ITB Clause 33.
16. Period of Validity of Bids	16.1	Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
	16.2	In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A



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



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



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



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



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

c. Deviation in payment schedule:

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

or

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

d. Cost of spare parts.

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

or

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

or



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iii. The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring Agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

e. Spare parts and after sales service facilities in the Procuring Agency's country.

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

f. Operating and maintenance costs.

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

g. Performance and productivity of the Goods.

i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.



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Alternative	25.4	<p>25.4 Merit Point System:</p> <p>The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet</p> <p>[In the Bid Data Sheet, choose from the range of]</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Evaluated price of the goods</td> <td style="text-align: right;">60 to 90</td> </tr> <tr> <td>Cost of common list spare parts</td> <td style="text-align: right;">0 to 20</td> </tr> <tr> <td>Technical features, and maintenance and operating costs</td> <td style="text-align: right;">0 to 20</td> </tr> <tr> <td>Availability of service and spare parts</td> <td style="text-align: right;">0 to 20</td> </tr> <tr> <td>Standardization</td> <td style="text-align: right;">0 to 20</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">100</td> </tr> </table> <p>The bid scoring the highest number of points will be deemed to be the Lowest Evaluated bid.</p>	Evaluated price of the goods	60 to 90	Cost of common list spare parts	0 to 20	Technical features, and maintenance and operating costs	0 to 20	Availability of service and spare parts	0 to 20	Standardization	0 to 20	Total	100
	Evaluated price of the goods	60 to 90												
	Cost of common list spare parts	0 to 20												
	Technical features, and maintenance and operating costs	0 to 20												
	Availability of service and spare parts	0 to 20												
	Standardization	0 to 20												
	Total	100												
	26. Contacting the Procuring Agency	26.1	Subject to ITB Clause 23, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.											
26.2		Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.												
		F. Award of Contract												
27. post-qualification	27.1	In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the Highest-ranking fair bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.												
	27.2	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate.												
	27.3	An affirmative determination will be a prerequisite for award of the												



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		contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring Agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
28. Award Criteria	28.1	Subject to ITB Clause 30, the Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the Lowest Responsive Financial bid amongst technically responsive bids, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
29. Procuring Agency's Right to Vary Quantities at Time of Award	29.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
30. Procuring Agency's Right to Accept any Bid and to Reject any or All Bids	30.1	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 the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Agency's action.
31. Notification of Award	31.1	Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
	31.2	The notification of award will constitute the formation of the Contract.
	31.3	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
32. Signing of Contract	32.1	At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
	32.2	Within Ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Agency.



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33 Performance Security	33.1	Within twenty (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring Agency.
	33.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring Agency may make the award to the next Lowest Responsive Financial bid amongst technically responsive bids or call for new bids.
34. Corrupt or Fraudulent Practices	34.1	<p>The Government of Khyber Pakhtunkhwa requires that Procuring Agency's (including beneficiaries of donor agencies' loans), as well as Bidders/ Suppliers/ Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the Khyber Pakhtunkhwa Public Procurement Act, 2012 and Rules made thereunder:</p> <p>a. defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;</p> <p>b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a</p>



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		Government-financed contract.
	34.2	Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
35. Integrity Pact	35.1	The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.



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PART ONE - SECTION II (GENERAL CONDITIONS OF CONTRACT)



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GENERAL CONDITIONS OF CONTRACT

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



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



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



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



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12. Transportation	12.1	The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring Agency's country, transport to such place of destination in the Procuring Agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
13. Incidental Services	13.1	<p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none">a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; ande. training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	13.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
14. Spare Parts	14.1	<p>As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none">a. such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and



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		<p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements;</p> <p>ii. following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. Warranty	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	15.3	The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.
	15.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
16. Payment	16.1	The method and conditions of payment to be made to the



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		Supplier under this Contract shall be specified in SCC.
	16.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Procuring Agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
	16.4	The currency of payment is Pak. Rupees.
17. Prices	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for bid validity extension, as the case may be.
18. Change Orders	18.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following: a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency; b. the method of shipment or packing; c. the place of delivery; and/or d. the Services to be provided by the Supplier.
	18.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order.
19. Contract Amendments	19.1	Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.



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20. Assignment	20.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.
21. Subcontracts	21.1	The Supplier shall notify the Procuring Agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
	21.2	Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Supplier's Performance	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
	22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	22.3	Except as provided under GCC Clause 25 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23 , unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	23.1	Subject to GCC Clause 25 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated



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		<p>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 Clause 24.</p>
24. Termination for Default	24.1	<p>The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none">a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22; orb. if the Supplier fails to perform any other obligation(s) under the Contract.c. if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause:</p> <p>“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p>
	24.2	<p>In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the</p>



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		Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	25.2	For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	25.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring 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.
26. Termination for Insolvency	26.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
27. Termination for Convenience	27.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.



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	27.2	<p>The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and prices. For the remaining Goods, the Procuring Agency may elect:</p> <ol style="list-style-type: none">to have any portion completed and delivered at the Contract terms and prices; and/orto cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
28. Resolution of Disputes	28.1	<p>The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p>
	28.2	<p>If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.</p>
29. Governing Language	29.1	<p>The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.</p>
30. Applicable Law	30.1	<p>The Contract shall be interpreted in accordance with the laws of the Procuring Agency's country, unless otherwise specified in SCC.</p>
31. Notices	31.1	<p>Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.</p>
	31.2	<p>A notice shall be effective when delivered or on the notice's</p>



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		effective date, whichever is later.
32. Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.



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PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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



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PART TWO SECTION I. INVITATION FOR BIDS



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Date: 24th October 2024

No: KPFS&HFA/AD(Pro)/2024-2025/10/

Procurement of Office Stationery, Printing of Official Documents, Sampling & Sealing Materials

Sealed bids are invited under Single Stage-One Envelope procedure from eligible bidders/firms/companies for the Supply of Goods for the following items, the complete details are provided in Bid Solicitation Documents.

Sr#	Description of Items
1	Office Stationery & Miscellaneous Items (Framework Contract)
2	Printing of Official documents, Souvenirs & Shield (Framework Contract)
3	Printer, Copier Tonners & Others Consumable(Framework Contract)
4	Janitorial Items (Framework Contract)
5	Sampling & Sealing Materials (Framework Contract)

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.

Sealed bids complete in all respect must be submitted by **bid closing time 1:00 PM, bid closing date 14th November 2024** along-with bid security (in original) amounting to (**Rs. 20,000/-**) Fixed 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 i.e at **2:00 PM on 14th November 2024**.

Note: A pre-bid meeting will be held on **1st November 2024 at 11:00 AM** in the Conference Room of Directorate General Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground floor, New C&W Building, Khyber Road, Police Lines, Peshawar.

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



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SECTION II. BID DATA SHEET



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BID DATA SHEET

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

Introduction	
ITB 1.1	The Procuring Agency is Khyber Pakhtunkhwa Food Safety & Halal Food Authority.
ITB 1.1	Budget allocated to Khyber Pakhtunkhwa Food Safety & Halal Food Authority for the Year 2024-2025.
ITB 1.1	Procurement & Supply of Office Stationary, Janitorial & Other Misc Items Printer & Copier Toners & Other Supplies, Printing Official Documents, Souvenirs & Shields Sealing, Sealing & Sampling Items Under Framework Agreement Fy 2024-2025
ITB 4.1	The Procuring Agency is Khyber Pakhtunkhwa Food Safety & Halal Food Authority (KP-FS&HFA).
ITB 6.1	Designation: Assistant Director (Procurement) Department: Khyber Pakhtunkhwa Food Safety & Halal Food Authority Address: Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar Tel# 091-9212959 Toll Free# 0800-37432 Email: info@kpfsa.gov.pk
ITB 8.1	Language of the bid is English .
	Bid Price and Currency
ITB 11.2	The price quoted shall be Pakistani Rupees (Rs)
ITB 11.5	The Price shall be fixed
Preparation and Submission of Bids	
ITB 13.3 (d)	Qualification requirements: As per qualification criteria
ITB 14.3 (b)	Spare parts required for-----[number] of years of operation. Not Applicable
ITB 15.1	Amount of bid security: The Bidder shall furnish, as part of its bid, a Bid Security/ Earnest Money equivalent to Rs. 20,000/- Fixed in Shape of CDR from the account of bidder /firm who submits the bid in the name of "Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority"
ITB 16.1	Bid validity period: 90 Days from the date of Technical Bid Opening.
ITB 17.1	Number of copies: One Copy in addition to Original Bid
ITB 18.2 (a)	Address for bid submission: Directorate General Khyber Pakhtunkhwa Food Safety & Halal Food Authority,



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	Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar.
ITB 18.2 (b)	IFB title and Number: IFB Title: Procurement of IT Goods, Office Goods & Appliances, Food Testing Goods, Office Furniture, Office Stationery, Printing of Official Documents IFB No: No: KPFS&HFA/AD(Pro)/2024-2025/10
ITB 19.1	Deadline for bid submission: Date: 14 th November 2024. Time: 02:00 PM
ITB 22.1	Bid opening will take place in the Conference Room of: Name: Khyber Pakhtunkhwa Food Safety & Halal Food Authority Building: New C&W Building Floor: Ground Floor Street Address: Khyber Road, Police Lines City: Peshawar Bid Opening Date: 14 th November 2024. Bid Opening Time: 2:00 PM
Bid Evaluation	
ITB 25.3	Evaluation and Comparison of Bids: Bids will be evaluated on item wise basis as per evaluation criteria specified under Section-V.
ITB 25.4 (a) ITB 25.4 (b)	One option only: Delivery schedule: Not Applicable
Option (i)	Not Applicable
ITB 25.4 (c) (ii)	Deviation in payment schedule. Annual interest rate. Not Applicable
ITB 25.4 (d)	Cost of spare parts. Not Applicable
ITB 25.4 (e)	Not Applicable
ITB 25.4 (f)	Operating and maintenance costs. Not Applicable
ITB 25.4 (g)	Performance and productivity of Goods. Not Applicable
ITB 25.4 (h)	



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ITB 28.1	Award Criteria: As per Section 2 (1)(c) of KPPRA Act 2012 and Rule No 6(2)(a) of KPPRA Rules 2014. The Lowest Responsive financial bid amongst technically responsive bids. Lowest Responsive Financial Bids are the bids which are substantially responsive to the requirements of the Bidding document with samples meeting the requirements as specified here in these bidding documents and who's evaluated Bid Price is lowest with respect to competitive bidders.
ITB 29.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
ITB 33.1	Performance Security: 10% of the total price of each purchase order or as desired by the Procuring Agency at the time of contract



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SECTION III. SPECIAL CONDITIONS OF CONTRACT



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SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Definitions (GCC Clause 1)

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

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

GCC 1.1 (i)—The **Supplier** is: "The Individual or firm supplying Goods and Services under this Contract" and includes as specified under Section-V

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

2. Country of Origin (GCC Clause 3)

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

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of each purchase order, shall be: **Ten (10) percent.**

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests in accordance with the clauses of contract with Procuring Agency:

The Sample Evaluation will be conducted by the inspection committee constituted by the Procurement Committee in order to:

- Goods/ items will be examined and / or tested in a manner as deemed relevant and appropriate (including testing at PCSIR Labs or elsewhere). No claim for Goods/ items tested for quality will be entertained, costs of tests will be incurred by respective bidder.
- After award of contract to successful bidder all items/ Goods may be inspected by a team of Procuring Agency before dispatch to delivery site at suppliers' location / warehouse or any other mutually agreed location.
- At delivery site before handing over all the items / goods will be inspected by the team of Procuring Agency for Conformity with requirements.

5. Packing (GCC Clause 9)

The packing shall comply with Common Industry Practice.



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6. Delivery and Documents (GCC Clause 10):

(A) Delivered Duty Paid (DDP) as per contract agreement of the successful bidder.

The Supplier shall provide the following documents:

- i. Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- ii. Usual transport documents which the buyer may require to take the goods;
- iii. Delivery challan signed by the receiver showing Goods name, description total quantity and delivery date.

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

8. Insurance (GCC Clause 11)

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

9. Spare Parts (GCC Clause 14)

Not Applicable

10. Warranty (GCC Clause 15)

GCC 15.2 - The Bidder warrants that if awarded an Agreement the Goods and Related Services delivered under such Agreement shall meet or exceed the quality of the Goods presented.

The Supplier shall, comply with the warranty associated with the respective Goods. If, for reasons attributable to the Supplier, this warranty is not attained in whole or in part, the Supplier shall, at its discretion, either:

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

Or

- b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages at **5.50%** per week or **1%** per day of the total Purchase Order price up to a maximum deduction: $\leq 10\%$ of the total purchase order price.

11. Payment (GCC Clause 16) Payment for Goods supplied: Payment shall be made in



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Pak. Rupees in the following manner:

- i. Payment shall be made in Pak. Rupees through crossed cheque in the following manner:
 - a) 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.

12. Prices (GCC Clause 17)

- i. The price will remain fix.

13. Liquidated Damages (GCC Clause 23)

Applicable rate: **5.50%** per week or **1%** per day of the total Contract price upto a maximum deduction: \leq **10%** of the total contract Price.

14. Resolution of Disputes (GCC Clause 28)

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

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

15. Governing Language (GCC Clause 29)

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

16. Applicable Law (GCC Clause 30)

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

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

17. Notices (GCC Clause 31)

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

Supplier's address for notice purposes: _____



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



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Section IV. Schedule of Requirements



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SCHEDULE OF REQUIREMENTS

1. The item should be new, and the vendor will ensure originality of the procurement channel as well as the item.
2. The firm shall have office/ sales service center in Khyber Pakhtunkhwa Province, Peshawar (preferably), through which the successful Supplier is able to provide doorstep after sale services to the Procuring Agency and its offices at divisional & district level.
3. Successful Supplier shall ensure to complete the supply of the Goods/ items at the earliest but not later than as specified in **Schedule of Requirements**.
4. Payment will be released after successful delivery and upon the issuance of satisfactory inspection report.
5. Conditional Bids will be disqualified.
6. Please mention the country of origin / manufacturing / assembly of the offered goods.
7. Sample of Products can be seen in the Office of the Assistant Director (Procurement) Khyber Pakhtunkhwa Food Safety & Halal Food Authority.
8. Bidders are allowed to bid for all Goods or selected Goods.
9. **Obligations and Options in Case of Nonfulfillment of Contractual Obligations by The Supplier**
 - a. The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.
 - b. The suppliers shall appoint a focal person who shall coordinate with Procuring Agency at all times during the execution of the Contract.
 - c. The supplier shall carry out the Supplies with due diligence and efficiency and in conformity with sound practices.
 - d. The supplier shall act at all times so as to protect the interests of the Procuring Agency and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Procuring Agency such information relating to the Goods as the Client may from time-to-time reasonably request.
 - e. Except with the prior written approval of the Procuring Agency, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any supply of Goods without prior consent of the Procuring Agency.
 - f. The supplier agrees that no proprietary and confidential information received by the supplier from the Procuring Agency shall be disclosed to a third party unless the supplier receives a written permission from the Procuring Agency to do so.



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- g. Procuring Agency may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:
- i. Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without cancelling the Purchase Order/contract agreement;
 - ii. Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, Procuring Agency reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or
 - iii. Recover any consequential losses/damages incurred by procuring Agency by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.



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DELIVERY SCHEDULE

Sno	Description of Goods	Required Delivery Period		
		Preferred Delivery days following issuance of each Purchase Order	Latest Delivery days following issuance of each Purchase Order	Bidder's offered Delivery date [to be provided by the Bidder]
1	Office Stationary & Miscellaneous Items	03	07	
2	Printing of Official Documents, Souvenirs & Shield	05	10	
3	Janitorial Items	03	07	
4	Printer, Copier Tonners & Others Consumable	03	07	
5	Sealing and Sampling Items / Materials	03	07	



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SPECIFIC REQUIREMENTS / REQUIRED ITEMS LIST

I. OFFICE STATIONARY & MISCELLANEOUS ITEMS			
No.	Item	Specifications	UOM
1	Envelopes (Large Size White)	Plain white, high-quality paper, 90 GSM or higher, minimum size 12" x 16". Envelope flaps should have adhesive closure with peel-off strip for secure sealing.	Each
2	Scotch Tapes (Transparent) 1 inch	High-quality transparent adhesive tape, 1-inch width, strong adhesive, tear-resistant, 40+ meters length. Non-yellowing adhesive.	Roll
3	A4 Paper (70 GSM)	Bright & White 70 GSM, Size: (A4), 500 sheets per ream, packaged in box form.	Box
4	Legal Paper (70 GSM)	Bright & White, 70 GSM, Size: (Legal), 500 sheets per ream, packaged in box form.	Box
5	A4 Paper (80 GSM)	Bright & White 80 GSM, Size: (A4), 500 sheets per ream, packaged in box form.	
6	Legal Size Paper (80 GSM)	Bright & White, 80 GSM, Size: (Legal), 500 sheets per ream, packaged in box form.	
7	File Covers (Hard)	Hard cardboard or polypropylene cover, standard size for A4 or Legal paper, metal clip for secure paper holding.	Each
8	Ball Point (Black)	High-quality, retractable or capped, (0.5mm), smooth writing, non-toxic ink, brands: Piano/ Dollar or equivalent.	Packet
8	Ball Point (Blue)	Specifications as above (Item 8), in blue ink.	Packet
9	Ball Point (Red)	Specifications as above (Item 8), in red ink.	Packet
10	Wireless Bells	Adjustable volume and tone, battery-powered, separate frequency options for each bell, range up to 100 meters in buildings, durable plastic case.	Each



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I. OFFICE STATIONARY & MISCELLANEOUS ITEMS

No.	Item	Specifications	UOM
11	Calculator	Standard calculator with basic functions, solar and battery-powered, durable plastic casing, approximate size 6" x 4".	Each
12	Cash Book	Bound notebook, lined paper for financial records, Procuring Agency's logo printed on the cover, minimum 150 pages.	Each
13	Color Clips	Multicolor paper clips, assorted sizes (small, medium, large), corrosion-resistant, each pack to contain minimum 100 pieces.	Packet
14	Common Pin	Stainless steel common pins, corrosion-resistant, each pack to contain minimum 200 pins.	Packet
15	Cutter	High-quality stainless-steel blade, retractable for safety, easy grip, suitable for office use.	Each
16	Binding Tape	Strong adhesive tape for document binding, 1.5 inches width, 50+ meters length, non-yellowing.	Roll
17	Dusting Cloth	Soft cotton or microfiber cloth, high absorbency, suitable for furniture and electronics, sizes: Small (12x12 in), Medium (15x15 in), Large (18x18 in).	Each
18	Eraser	Non-toxic, smudge-free erasing, brands: Dux/ Oro/ Pelikan or equivalent.	Each
19	Flags	Sticky note flags, assorted colors, minimum pack of 100 flags per color, repositionable adhesive.	Packet
20	Whitener Correction Pen	Fluid pen 7ml with neat and precise tip, dispenses a steady, even flow of correction fluid, quick-drying formula.	Each
21	File Tags (6 inches)	Durable white color, with metal cover on each side.	Each
22	File Tags (12 inches)	Durable white color, with metal cover on each side	



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I. OFFICE STATIONARY & MISCELLANEOUS ITEMS

No.	Item	Specifications	UOM
23	Gum Stick (25 gm)	Non-toxic adhesive stick, 25 gm size, strong adhesion, easy application.	Each
24	Heavy Duty Stapler	Metal construction, heavy-duty stapler, capable of stapling 100+ sheets at a time, uses heavy-duty staples, long handle for easy use.	Each
25	Highlighter	Chisel tip, assorted colors (yellow, green, blue, pink), quick-dry ink, smear-resistant.	Each
26	Ink Pad	Non-toxic ink, minimum pad size 4" x 3", colors: black, blue, red, long-lasting.	Each
27	Insect Spray	Effective for office use, minimum 400 ml, non-hazardous to humans, branded product.	Each
28	Logbooks	Bound notebooks for log entries, lined pages, minimum 150 pages, Procuring Agency's logo on cover.	Each
29	Note Pad	A5 size, 100 sheets per pad, ruled, Procuring Agency's logo on cover.	Each
30	Notice Board Pins	Plastic head, corrosion-resistant, assorted colors, each pack to contain minimum 50 pins.	Packet
31	Paper (A4)	Specifications as per Item 3.	Box
32	Paper (Legal)	Specifications as per Item 4.	Box
33	Paper Clips	Corrosion-resistant, 28mm size or larger, minimum 100 clips per pack.	Packet
34	Pen for Desk Stand	Assorted colors (black, blue, green, red), retractable, refillable, comes with desk stand, medium point (0.7mm to 1.0mm).	Each
35	Permanent Marker	Fine point, quick-dry ink, assorted colors (black, blue, red), non-toxic.	Each



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I. OFFICE STATIONARY & MISCELLANEOUS ITEMS

No.	Item	Specifications	UOM
36	Pencil Pack of 12 Lead (2x1/2 HB, GoldFish)	Standard size HB pencils, 12 pencils per pack, durable, smooth writing, brand: GoldFish or equivalent.	Packet
37	Peon Books	Bound book for recording tasks, ruled pages, minimum 100 pages, Procuring Agency's logo on cover.	Each
38	Plier Punch Machine	Single-hole punch, 8-sheet capacity, steel construction, comfortable grip.	Each
39	2 Hole Punch Machine (Heavy Duty)	2 Hole Punch Machine, 200 Sheets Capacity, (Deli / Eagle) or equivalent.	
40	2 Hole Punch Machine (Heavy Duty)	2 Hole Punch Machine, 100 Sheets Capacity, (Deli / Eagle) or equivalent.	
41	2 Hole Punch Machine	2 Hole Punch Machine, 30 Sheets Capacity, (Deli / Eagle) or equivalent.	
42	2 Hole Ring Binder	Plastic 2 Hole ring binder, with metal ring binders	Each
43	Box File		Each
44	Scales	12-inch plastic or metal ruler, clear markings, durable material.	Each
45	Scissors	Stainless steel blades, ergonomic handle, 6-8 inches length, sharp and durable.	Each
46	Sharpeners	Manual pencil sharpener, corrosion-resistant blade, durable construction, easy grip.	Each
47	Stapler	Standard size, metal construction, minimum pack of 10 staplers with 10,000 staples (corrosion-resistant).	Pack
48	Stapler (Large)	Heavy-duty, large stapler, 50-100 sheets stapling capacity, long arm.	Each



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I. OFFICE STATIONARY & MISCELLANEOUS ITEMS

No.	Item	Specifications	UOM
49	Stapler Pins (Small)	Stainless steel, standard size, minimum 1,000 pins per box.	Box
50	Stationery Register	Hard-bound, ruled pages, minimum 100 pages, Procuring Agency's logo on cover.	Each
51	Sticky Notes	3x3 inches, assorted colors, repositionable adhesive, each pack to contain minimum 100 sheets.	Packet
52	Stock Register	Hard-bound, ruled, 100 pages minimum, Procuring Agency's logo on cover.	Each
53	Tablecloth (Green)	Cotton or polyester blend, color: green, dimensions to fit standard office desk size (approx. 6ft x 3ft).	Each
54	Staple Pin Remover	Metal teeth, plastic handle, ergonomic grip, suitable for standard and heavy-duty staples.	Each
55	Desk Pen Stand	Holds multiple pens, durable plastic or metal, black or transparent.	Each
56	Tissue Box	2-ply tissues, minimum 150 sheets, brand: Rose Petal or equivalent.	Each
57	Toilet Roll	3-ply, soft, minimum 200 sheets per roll, brand: Rose Petal or equivalent.	Each
58	Uni Ball Eye Micro 150 (0.5mm)	Waterproof ink, 0.5mm point, colors: black, blue, red, non-toxic ink.	Each
59	USBs (16 GB)	High-speed USB 2.0 or 3.0, metal or plastic casing, with cap or retractable connector.	Each
60	USBs (32 GB)	Specifications as per Item 57, 32 GB capacity.	Each
61	USBs (64 GB)	Specifications as per Item 57, 64 GB capacity.	Each
62	USBs (128 GB)	Specifications as per Item 57, 128 GB capacity.	Each
63	Visiting Card Holder	Plastic or metal, holds at least 100 cards, size for standard business cards, portable design.	Each



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I. OFFICE STATIONARY & MISCELLANEOUS ITEMS

No.	Item	Specifications	UOM
64	Shields	Custom engraved, metal or glass with wooden base, Procuring Agency's logo and name.	Each
65	Table Organizer Set	MDF + Artificial leather, compartments for tissue box, pens, remotes, rubbers, sharpeners, sticky notes, visiting cards. Custom colors: black, green with Procuring Agency's name.	Each
66	Office Name Plates (Glass) Executive	Polished glass, 11" x 8" rectangle, laser etched name and title, color-anchored, Glass mount.	Each
67	File Board		
68	Sticky Notes (Small)		
69	Blue Gel Pen		
70	Black Gel Pen		

2. PRINTING OF OFFICIAL DOCUMENTS, SOUVENIRS & SHIELD

No	Item Name	Details
1.	File Covers (Soft)	Printed Official Logo, Soft File Cover
2.	File Covers (Hard)	Printed Official Logo, with quality auto closable Leatherite/Rexine Cover
3.	Small Notebook	100-150 ruled pages, durable binding, cover with Procuring Agency's logo & name printed.
4.	Note Sheet	Legal size paper with pre-printed Procuring Agency's name and logo, 80 GSM, 100 sheets per pad.
5.	Improvement Notices	As per sample.
6.	Sealing Forms Books	Size 3 x 5 Inches. 50 pages (4 color printed, 80 Gram Paper Quality) notebooks with hardbound glossy cover (4 color printing) with loop binding.
7.	Sample Books	As per sample provided



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2. PRINTING OF OFFICIAL DOCUMENTS, SOUVENIRS & SHIELD

No	Item Name	Details
8.	Fine Books	As per sample provided
9.	Confiscation Books	As per sample provided
10.	License Fee Challan Book	As per sample provided
11.	Envelops White (A4)	4*9, 4 color printed, Procuring Agency name & address 100 Gram.
12.	Envelops (Small)	10*12 (A4), 4 color printing, Procuring Agency name & address, 100 Gram.
13.	Business License Certificate	As per Sample
14.	Product License Certificates	As per Sample
15.	Training Certificate	As per Sample
16.	Sealing Sticker	High-quality laminated Custom color sticker, Size (inches) = Width 11.50, Height 9 , Design as per Sample image provided
17.	Leather Shield Procuring Agency's logo	<ul style="list-style-type: none">• Thick card board shield with genuine dark green leather.• The size of an outer part of the shield shall be (8.3-inch Length X 6.2-inch Width X 1- inch Height) which is openable. When the shield is opened.• Inner leaf of a cardboard covered with original leather with the size of (7-inch Length X 5.7-inch Width X 0.2-inch Height), which when open can stand and look like a table calendar.• Metal etched logo of the procuring Agency, Size (4.8-inch Length X 4.6-inch Width X 0.2-inch Height).• Metal piece rectangle shape below the logo stating that "Presented by Khyber Pakhtunkhwa Food Safety & Halal Food Authority".• This shield is placed in a card box which is openable from both ends, the size of this box is (8.5-inch Length X 6.5-inch Width X 1.5-inch Height).
18.	Wooden Shield	<ul style="list-style-type: none">• Shield with wooden base frame.• Size: (10-inch Length X 7.8-inch Width X 0.7-inch Thickness) with all Sides taper.• Procuring Agency's logo and name shall be laser engraved and below that there is a text "presented by" which is also laser engraved.• On the front bottom silver or golden steel plate with text "presented by" with a split of (0.1-inch Width). This silver



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2. PRINTING OF OFFICIAL DOCUMENTS, SOUVENIRS & SHIELD

No	Item Name	Details
		<p>Steel plate is pasted with the epoxy.</p> <ul style="list-style-type: none"> • Mini hole on back with ring for securely attaching mini rod to make it stand still horizontally. • Mini rod shall be punched in the back. • Shield shall be placed in a wooden box covered with Green velvet and has 2 orange ribbon stripes of (0.5 - inch Width) each on all four sides. • Wooden box for placing shield shall have hook or click lock at one side.
19.	Metal Plaque Shield	<p>Material:</p> <ul style="list-style-type: none"> • Plaque: Premium-grade metal with a polished finish. • Base Frame: High-quality synthetic or composite material with a polished, dark finish for contrast. <p>Dimensions:</p> <ul style="list-style-type: none"> • Height: Approx. 10 - 12 inches. • Width: Approx. 8 - 10 inches. • Thickness: 0.5 - 1 inch. <p>Text and Engraving:</p> <ul style="list-style-type: none"> • Engraving Style: Laser-etched for precision and clarity. Laser etching must ensure durability and resistance to fading. • Text Finish: Matte black ink or etched directly onto the metal. • Font Style: Professional and legible font (e.g., Arial, Times New Roman). • Language: English with official slogan and details of the Procuring Agency. <p>Color and Branding:</p> <ul style="list-style-type: none"> • Primary Color: Metallic gold for plaque with dark border. • Emblem/Logo: Colored logo of Procuring Agency • Text: Options to include custom text • Recipient Details: Customizable text for each recipient's title and name <p>Protective Coating:</p> <ul style="list-style-type: none"> • Anti-Corrosive Layer: A clear, durable coating to prevent tarnishing or damage over time. • Scratch-Resistant Finish: Ensures long-lasting appearance and readability. <p>Packaging:</p> <ul style="list-style-type: none"> • Presentation Box: Green satin-lined box with padded interior for protection and display. • Box Material: Rigid cardboard or MDF with a hinged lid for a premium presentation. <p>Other Customizations:</p>



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2. PRINTING OF OFFICIAL DOCUMENTS, SOUVENIRS & SHIELD

No	Item Name	Details
		<ul style="list-style-type: none">• Border Design: Dual border lines around the text, adding an elegant touch.• Event Details: Option to include event name and date.
20.	Thick cardboard and Epoxy Shield	All other requirements as above. As per sample image provided here in these bid solicitation documents and as per sample

Please Note: All the printed items Quality will be evaluated as per samples. All interested bidders can check and see the samples of printed material required till the bid closing date & time by visiting the office of the Assistant Director Procurement (Khyber Pakhtunkhwa Food Safety & Halal Food Authority).

Pictures of the sample item have also been provided after items list

3. JANITORIAL ITEMS

No	Items	Description	UOM
1	Glass and House Hold Cleaner	Glint/Domex/King or equivalent, 500 ml Spray bottle	Each
2	Dish Washing Bar	Vim or equivalent 300 grams	Each
3	Floor Mop		
4	Phenyl	Finis / Tyfon or equivalent	Each
5	Phenyl Tablet		
6	Dish Wash Liquid	Lemon Max or equivalent, 200 ml	Each
7	Toilet Sweep		
8	Dust Bin Paddle foot	Plastic, Medium size	
9	Dust Bin Simple	Plastic, Small Size	
10	Automatic Perfume Diffuser		
11	Hand Wash (perfumed)	Lux/ Lana/ Capri or equivalent 300 ml	
12	Perfume for Automatic Perfume Diffuser	Room Air Fresheners, Small Size used in Automated Perfume Diffuser. Shall also be free from hazardous substances	
13	Air Freshener for Car	Liquid Air Fresheners shall be easily attachable to AC Grill / Duct of all sorts of vehicle. and shall also be free from hazardous substances.	



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3. JANITORIAL ITEMS

No	Items	Description	UOM
14	Floor Mats		
15	Floor Wiper (Small)		

4. Printer, Copier Tonners & Others Consumable

No	Item Name	Details
1.	HP Laser Jet HP 55A Toner for (HP LaserJet P3015)	High Quality compatible toner, Page yield ~ 6000 to 8000.
2.	Hp Laser Jet (83A)	
3.	HP 64A LaserJet Toner Cartridge	Genuine, Black, Page yield ~10,000 pages
4.	XEROX Versa Link B7035 Printer Toner	Genuine, High-Capacity Toner Cartridge. Page yield ~ 20,000 Each.
5.	HP LaserJet P4015 Printer Toner	Genuine, Color: Black, Cartridge Page Yield (approx): 24,000 pages
6.	HP LaserJet Pro MFP M129-M132	Genuine, Color: Black, Cartridge Page Yield ~ 2,000 pages
7.	XEROX Versa Link B7035 Drum Cartridge	Genuine, Color: Black, Drum Page Yield ~ 80,000 pages
8.	Canon i-SENSYS MF237w Toner	High quality compatible toner, Page yield ~ 2,000 pages

5. SEALING AND SAMPLING ITEMS / MATERIALS

Sno	Item Name	Specifications
1	Cordon Off Ribbon	Roll of high-quality cordon-off ribbon with a clear Government of Khyber Pakhtunkhwa logo and the procuring Agency's logo and name. Ribbon material should be weather-resistant, durable, and designed for outdoor use. Width: 3 inches. Length: 100 meters per roll.
2	Tamper Evident Self-Locking Seals / Tie Wraps	<ul style="list-style-type: none">Material: High-quality, durable, weather resistant, polypropylene or nylon with Procuring Agency's Logo & Custom Text.Secure sealing without risk of breakage.Length: Minimum 12 inches (customizable as per requirement).Custom Color: Available in (Green, Orange, Yellow) colors with options for color-coding if required.



5. SEALING AND SAMPLING ITEMS / MATERIALS

Sno	Item Name	Specifications
		<ul style="list-style-type: none">• Self-Locking Mechanism: One-way, tamper-evident locking mechanism that can only be removed by breaking the seal, ensuring no unauthorized access.• Tamper Evidence: Each seal should be single-use with a breakable design that indicates any attempt to tamper with or open it.• Tensile Strength: High tensile strength, with a breaking point that ensures secure sealing without accidental breakage.• Material & Color shall be resistant to high temperatures. Packaging: Supplied in packs of 100, 200 or 500.
6	Plastic Sampling Bottle (1.25 L)	<ul style="list-style-type: none">• A-Grade plastic bottles, sterile, food-safe, transparent, and chemically inert. Volume capacity: 1.25 liters. BPA-free, tamper-evident screw cap, capable of withstanding temperatures from -20°C to 40°C.
7	A-Grade Plastic Bottles (0.50 L)	High-quality A-grade plastic bottles, sterile, food-safe, and transparent. Volume capacity: 0.50 liters. BPA-free with tamper-evident screw cap, suitable for preserving food sample integrity. Temperature-resistant from -20°C to 40°C.
8	A-Grade Plastic Bottles (80 mL)	Small sampling bottles, sterile, A-grade plastic, with a volume capacity of 80 mL. BPA-free, transparent, with tamper-evident screw cap. Ideal for small sample collection, temperature-resistant (-20°C to 40°C).
9	A-Grade Plastic Jar	A-grade, sterile plastic jars, transparent, BPA-free, and chemically inert. Secure lid with tamper-evident seal. Designed to maintain sample integrity for extended periods. Size: 250-500 mL.
10	Sealing Wax Sticks for Large Glue Gun	High-quality sealing wax sticks, suitable for all-weather use. Non-toxic, Pack of wax sticks for Large Glue guns.
11	Glue Gun	Wireless, cordless glue gun with 12V rechargeable battery. Features super-fast melting technology, long stainless-steel nose for precision, large power indicator light, power on/off button. Durable shock-proof body, ideal for sealing purposes.



5. SEALING AND SAMPLING ITEMS / MATERIALS

Sno	Item Name	Specifications
12	Ice Boxes	Insulated, durable ice boxes with food-grade, shock-resistant plastic interior. Exterior designed to withstand rough handling. Leak-proof seal, temperature retention for at least 12 hours. Sizes available: 18, 25, and 30 liters.
13	Sealable Airtight Plastic Bag (5x8)	High-quality, transparent, food-safe plastic bags with sealable airtight zip-lock. Dimensions: 5 x 8 inches. Suitable for food sample storage, leak-proof, reusable, and puncture-resistant.
14	Sealable Airtight Plastic Bag (6x8)	Similar to above, with dimensions: 6 x 8 inches. High-quality, food-grade material, transparent, puncture-resistant, and leak-proof.
15	Sealable Airtight Plastic Bag (12x8)	High-quality, transparent, food-safe, sealable airtight zip-lock plastic bags. Dimensions: 12 x 8 inches. Ideal for larger sample storage, leak-proof, reusable, and puncture-resistant.









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SAMPLE IMAGES

Images of the items required are provided below for ease of the bidder and ensuring that the offered items meets the requirements. In order to view the samples of all the required items bidders shall visit the Procuring Agency's office till bid closing date & time.

Sample Images		
No	Item Name	Details
1	Cordon Off ribbon	
2	Sealing Sticker	
3	Tamper Evident Self Locking Seals /	
4	A Grade Plastic Bottles sterile (1.25 L)	
5	A Grade Plastic Bottles Sterile (0.50 L)	
6	A Grade Plastic Bottles sterile (80 mL)	



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Sample Images		
No	Item Name	Details
7	A Grade Plastic Jar Plastic Jars	
8	Sealing Wax Sticks for Glue Gun	
9	Glue Gun	
10	Ice Boxes	
11	Sealable Airtight plastic Bag (5x8)	
12	Sealable Airtight plastic Bag (6x8)	
13	Sealable Airtight plastic Bag (12x8)	



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Sample Images		
No	Item Name	Details
14	Leather Shield Procuring Agency's logo	
15	Wooden Shield	
16	Metal Plaque Shield	
17	Epoxy Shield	



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SECTION V. QUALIFICATION AND TECHNICAL EVALUATION CRITERIA



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QUALIFICATION / ELIGIBILITY & EVALUATION CRITERIA (MUST MEET CRITERIA)

The Bidder shall furnish evidence to demonstrate that the bidder and offered Goods meet the following Qualification/ Eligibility requirement:

Qualification Criteria		
Sno	Description	Criteria
1	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.
2	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.
3	Registration of firm/company:	Bidder must be registered under relevant rules / laws of Government of Pakistan / Khyber Pakhtunkhwa.
4	Tax Registration:	Sales & Income Tax registration of the bidder is required as: (a) Valid Income Tax Registration (b) Valid General Sales Tax Registration (c) Bidder must be active taxpayer and listed as an active taxpayer on the respective websites of relevant taxation authorities.
5	Bid Security:	Offers must include required Bid Security fixed amounting to Rs. 20,000 regardless of if the bidder has offered all items or selected items in its bid.
6	Price/ Bid Validity:	Offers must meet required Price Validity of 90 Days from Bid Opening date.
7	An Affidavit on Judicial stamp paper of Rs.100 or more submitting following clauses that:	(a) 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. (b) All the bidders are required to declare Conflict of Interest, if any along with Bid Solicitation Documents. (c) That the Bidder will only provide Fresh, New and Genuine Goods / Items and will not supply counterfeit items.
8	Experience	The bidder/ firm must have supplied the required Goods to at least three (03) Government/ Semi Government / Private organizations in last Five (05) years under Framework Contract. Note: Bidder must submit Three (03) signed satisfactory



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Qualification Criteria		
Sno	Description	Criteria
		supply completion certificates on the letter head of the respective organizations.
9	Financial Position	<p>Bidder shall submit audit reports of last three years showing good financial position as follows:</p> <p>Solvency Ratio:</p> <ul style="list-style-type: none"> A solvency ratio (ratio of current assets to current liabilities) of more than 1 is required, is desirable. " <p>Turnover:</p> <ul style="list-style-type: none"> The average annual turnover for the past 3 years (or for whatever period of time the bidder has been in business for, if it has not yet reached 3 years) should be at more than or equal to Two (02) million
10	Delivery of items within the time specified in schedule of requirement.	Supply Schedule/ Mention days on letter head /Price Schedule.

- The Procuring Agency will evaluate and compare the samples of only such bidders who have been determined to be substantially responsive, meets (Eligibility Criteria).
- Samples will be evaluated and compared on item wise basis against the given specifications and other terms & conditions mentioned in the Bid Solicitation Documents.
- A Bidder failing to submit samples of the required Goods to meet the required specification(s) and standards, shall be considered technically non-responsive only for those Goods.
- Bids will be evaluated according to Technical Bid Evaluation Criteria and other requirements specified in the Bidding Documents. Samples of Technically Qualified Bidder(s) will be inspected by the Technical Evaluation Committee. In case samples are not according to standards/ specification(s) and /or not received along with the Technical bid or within the extended time if provided by the Procurement Committee, the Bidder(s) shall be considered as non-responsive and their Technical bid shall be rejected for only such Goods.
- Technically Qualified Bidders with samples determined to meet requirements and samples of Goods shown by Procuring Agency, shall qualify for evaluation of Financial Proposals.

FINANCIAL EVALUATION

- Agreement will be awarded to the lowest responsive financial bid amongst technically responsive bids. Lowest responsive bid is substantially responsive with samples meeting requirements and Least offered cost.



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SECTION VI. SAMPLE FORMS



Sample Forms

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I. BID FORM AND PRICE SCHEDULES

Date: _____

IFB No: _____

To: Khyber Pakhtunkhwa Food Safety & Halal Food Authority

Dear Sir

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

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

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

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

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

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

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

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

signature]

[in the capacity of]



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I. Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____ Page of _____

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required

Signature of Bidder _____

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



2. BID SECURITY FORM

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

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

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank]



3. FRAMEWORK CONTRACT / AGREEMENT

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

THIS AGREEMENT DEED is made on this day of (_____) and made effective with effect from (_____) by and between, and this agreement will be valid till _____

Khyber Pakhtunkhwa Food Safety & Halal Food Authority Ground
Floor New C&W Building, Khyber Road, Police Lines, Peshawar through its
Competent Authority the Director General

(Hereinafter referred to as **'First Party'** which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns)

And

M/S _____

(Hereinafter referred to as **'Second Party'** which expression shall unless repugnant to the context mean and include its heirs, executors, administrators, successors and assigns).

(Both the above hereinafter collectively referred to as **'Parties'**)

WHEREAS the Second Party has agreed to supply _____
(hereinafter referred as 'Goods') out of the fresh stock to the First Party on the following terms and conditions:

NOW THIS AGREEMENT TO BE WITNESS AS FOLLOWS:

I. The following documents shall be deemed to form and be read and construed as part of this agreement, viz

- ITB
- GCC
- SCC
- Schedule of Requirements
- Award Letter
- Financial Quotation

DEFINITIONS:

- (a) **'Consideration'** means the price payable to the Second Party by the First Party under this Agreement Deed for the full and proper performance of its contractual obligations.
- (b) **'Goods'** means articles and objects of every kind and description including raw materials, intermediate inputs, finished goods, products, equipment, computers, machinery, spare-parts and commodities in solid, liquid or gaseous form, electrical, mechanical as well as incidental



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services such as installation, transport or vehicles, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods:

- a. **'Services'** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Second Party.
- b. **'Project Site'** where applicable, means the place or places named in this Agreement Deed.
- c. **'Day'** means a calendar day.
- d. **'Corrupt Practice'** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- e. **'Fraudulent Practice'** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- f. **'Force Majeure'** means an event beyond the control of the Parties and not involving the Parties fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the First Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

TERMS AND CONDITIONS:

1. The Contract Agreement is made in light of Framework Contract (Rule31-A) of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.
2. This Contract Agreement is a binding contract but imposes no obligation on the Purchaser to purchase the estimated or any quantity from the Supplier.
3. **Due to framework contract rate quoted by the bidder shall be valid for one year from the date of signing of contract. However extendable as per Rule (31A) of KPPRA Rules 2014.**
4. Second Party shall deliver and install the Equipment/Goods at the premises of First Party.
5. The specification, quality, quantity of goods shall be in conformity to purchase orders, which shall be made part of this Agreement Deed. The Second Party shall include the ancillary Services attached with the Goods.
6. The Good supplied under this Agreement Deed shall conform to the standards mentioned in the Requirements or sample.
7. The second party shall provide exactly the same item as per approved sample from First Party.
8. Any increase in quoted prices, until this contract validity, from Second Party will not be acceptable to First Party.
9. The Second Party will be liable to complete the supply within stipulated time limit as specified in the Delivery Schedule after the issuance of the Purchase order.
10. The Second Party will liable to complete the supply within stipulated time limit by confirming quality, quantity and timeline up to the entire satisfaction of First Party.



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11. The Second Party warrants that the Goods supplied under this Agreement Deed are brand new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Agreement Deed.
12. The Second Party further warrants that all Goods supplied under this Agreement Deed shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the First Party specifications) or from any act or omission of the Second party, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of First Party.
13. The First Party shall promptly notify the Second Party in writing of any claims arising under this warranty.
14. The First Party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Second party, may terminate this Agreement Deed in whole or in part:
 - (a) if the Second Party fails to deliver any or all of the Goods within the period(s) specified in this Agreement Deed, or within any extension thereof granted by the First Party; or
 - (b) if the Second Party fails to perform any other obligation(s) under this Agreement Deed.
 - (c) if the Second Party, in the judgment of the First Party has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement Deed.
15. In case the Second Party failed to complete the supply within the due date as per schedule of requirement from Issuance of the purchase order, a penalty as per detail below will be charged from the Second Party;
5.50% per week or 1% per day of the total Purchase Order price up to a maximum deduction: ≤ 10% of the total purchase order price.
16. The Second Party shall be responsible for the transportation of the Goods and the transportation charges incurred thereof. The Second Party shall complete the supply and of goods within the stipulated period as mentioned in the delivery schedule and purchase order from the date of issuance of the Purchase order or as extended or reduced by the First Party. In case of failure of Second Party to supply the goods within the stipulated period, the First Party will be at liberty to make an alternate arrangement at the risk and cost of Second Party and the Second Party shall be liable to pay the entire cost/amount to the alternate supplier according to the demand of the First Party. In the event of commuting a default the First Party will be at liberty to take any civil/criminal legal action against the Second Party in accordance with law.
17. The Second Party shall be responsible for any defect in goods or supply of goods. The entire goods will be free of any charges and encumbrance of what so nature and the First Party or its agent will be authorized at all reasonable time to view, check and examine the conditions of the supplied Equipment/goods.
18. Upon demand made by the First Party at any time or from time to time, to execute all such instruments, deeds or documents which the First Party may in its sole discretion require, the Second Party will do the needful.



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19. The First Party will be furnishing all such information as the Second Party may at any time or from time to time required relating to the position of goods and pecuniary liability of the First Party or otherwise whatever.
20. The Second Party shall not, without the prior written consent of First party, disclose this Agreement Deed, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the First Party in connection therewith, to any person other than a person employed by the Second Party in the performance of this Agreement Deed. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
21. The Second Party shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Agreement Deed. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.
22. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Agreement Deed, including additional requirements, if any, and in any subsequent instructions ordered by the First Party.
23. The First Party will be at liberty, at all times and shall have the right to return the supplied goods, provided/delivered by the Second Party with regard to quality, quantity, value or otherwise fitness for use. Notwithstanding anything contained hereinabove, it is hereby agreed by both Parties that the First Party at all times be at liberty and shall have the right to cancel or reduce the quantity, without assigning any reason.
24. The amount of performance security, as 10% of the purchase order total cost. Performance security will be released to the respective bidder after the expiry of contract period, subject to the condition that all contractual obligations related to supplies are fulfilled.
25. The Second Party shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under this Agreement Deed is the result of an event of Force Majeure.
If a Force Majeure situation arises, the Second Party shall promptly notify the First Party in writing of such condition and the cause thereof. Unless otherwise directed by the First Party in writing, the second Party shall continue to perform its obligations under this Agreement Deed as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
26. Any notice given by one party to the other pursuant to this Agreement Deed shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in contract.
27. A notice shall be effective when dispatched on the given address of the Parties in this Agreement Deed via above means.
28. Payment to the Second Party shall be on presenting a bill with details of each item delivered including price & quantity. The bill shall be counter verified from the end using department before clearance. Demand in violation of this clause of agreement may lead to imposition of reasonable amount of fine.



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29. The goods shall be open to inspection at all times during the agreement period. The inspection shall be carried out by a representative from purchase, legal, quality control, finance or end using department.
 30. Besides the above conditions the Second Party shall be bound to fulfil the defacing if found at any time and for the purpose shall be ready to sign and execute a fresh agreement if needed.
 31. In the event of any difference or dispute arising between the Parties or their representative agents regarding rights and liabilities of the parties or any other matter relating to this Agreement Deed may be referred to the Competent Authority of the First Party and the decision will be final in all aspects and the Second Party warrants to abide by the decision of the Competent Authority.
 32. This Agreement Deed may be reviewed at any stage with mutual consultation of both Parties, if required. All amendments or addition to this Agreement Deed must be in writing and signed by both Parties through addendum to this Agreement. No amendment of any provision of this Agreement Deed shall be valid unless the same shall be in writing and signed by the Parties
- IN WITNESS WHEREOF** the Parties mentioned above have carefully pursued the terms and condition embodied in this Agreement Deed and have executed the same, setting their signatures below, on the date and place mentioned above.

for Framework Agreement

“For and on behalf of the Procuring Agency:”

Signed: *[insert signature]*

Full name: *[name of person signing]*

Agency: *[insert the name of agency]*

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 Supplier:

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

Full name: *[name of person signing]*

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

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



4. PERFORMANCE SECURITY FORM

To: Khyber Pakhtunkhwa Food Safety & Halal Food Authority

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]



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7. INTEGRITY PACT

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

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

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:[Seal]

Signature:{Seal}