



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



**BID SOLICITATION DOCUMENTS
FOR
PROCUREMENT OF CHEMICALS, MEDIA,
REAGENTS, STANDARDS & CONSUMABLES
FOR PROVINCIAL FOOD TESTING
LABORATORY & CENTER FOR RESEARCH
(PFTCL) OF KHYBER PAKHTUNKHWA
FOOD SAFETY & HALAL FOOD AUTHORITY
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 Entity has received Provincial Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
	1.2	The funds referred to above in addition shall be “Public Fund” which according to 2 (I) (I) of KPP Rules 2014 means: (i) Provincial Consolidated Fund; (ii) foreign assistance; (iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.
	1.3	Payment by the Fund will be made only at the request of the Procuring Entity and upon approval by the Government of Khyber Pakhtunkhwa, and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring Entity shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
2. Eligible Bidders	2.1	This Invitation for Bids is open to all eligible bidders/ Original Manufacturer/ Authorized 3S Dealer of the Original manufacturer. Proprietorship of a well-established Authorized dealer of the original manufacturer / 3S automobile dealership is must
	2.2	Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
	2.3	Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent Entity of the Government of Khyber Pakhtunkhwa.
	2.4	Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Rule 44(I) KPP Rules 2014.



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



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



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	11.2	Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
	11.3	The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring Entity and will not in any way limit the Procuring Entity's right to contract on any of the terms offered.
	11.4	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
12. Bid Currencies	12.1	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
13. Documents Establishing Bidder's Eligibility and Qualification	13.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Entity's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.
	13.3	<p>The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:</p> <ul style="list-style-type: none"> a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring Entity's country; b) that the Bidder has the financial, technical, and production capability necessary to perform the contract; c) that, in the case of a Bidder not doing business within the Procuring Entity's country, the Bidder is or will be (if awarded 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



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		Contract and/or Technical Specifications; and d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
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	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: a) a detailed description of the essential technical and performance characteristics of the goods; b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Entity; and c) an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
	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 Entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications
15. Bid Security	15.1	Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security shall be submitted from the account of the



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



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		modify its bid, except as provided in the bidding document.
17. Format and Signing of Bid	17.1	The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID” as appropriate. In the event of any discrepancy between them, the original shall govern.
	17.2	The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid shall be initialed by the person or persons signing the bid.
	17.3	Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
	17.4	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
		D. Submission of Bids
18. Sealing and Marking of Bids	18.1	The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
	18.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> a. be addressed to the Procuring Entity at the address given in the Bid Data Sheet; and b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
	18.3	The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” .
	18.4	If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring Entity will assume no responsibility for the bid’s misplacement or premature opening.
19. Deadline for Submission of Bids	19.1	Bids must be received by the Procuring Entity at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
	19.2	The Procuring Entity may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Entity and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.



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



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



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



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specified in the Schedule of Requirements.

or

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

c. Deviation in payment schedule:

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

or

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

d. Cost of spare parts.

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

or

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

or

- iii. The Procuring Entity will estimate the cost of spare parts usage



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		<p>in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring Entity or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.</p> <p>e. Spare parts and after sales service facilities in the Procuring Entity's country.</p> <p>The cost to the Procuring Entity of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.</p> <p>f. Operating and maintenance costs.</p> <p>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.</p> <p>g. Performance and productivity of the Goods.</p> <p>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.</p> <p>or</p> <p>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.</p> <p>h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.</p>
Alternative	25.4	<p>25.4 Merit Point System:</p> <p>The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated</p>



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		to each factor shall be specified in the Bid Data Sheet	
		[In the Bid Data Sheet, choose from the range of]	
		Evaluated price of the goods	60 to 90
		Cost of common list spare parts	0 to 20
		Technical features, and maintenance and operating costs	0 to 20
		Availability of service and spare parts	0 to 20
		Standardization	0 to 20
		Total	100
		The bid scoring the highest number of points will be deemed to be the Highest-Ranking fair bid.	
26. Contacting the Procuring Entity	26.1	Subject to ITB Clause 23, no Bidder shall contact the Procuring Entity on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Entity, it should do so in writing.	
	26.2	Any effort by a Bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.	
		F. Award of Contract	
27. post-qualification	27.1	In the absence of prequalification, the Procuring Entity will determine to its satisfaction whether the Bidder that is selected as having submitted the Highest-ranking fair bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.	
	27.2	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate.	
	27.3	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring Entity will proceed to the next highest ranking fair bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.	



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



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



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Part One - Section II (General Conditions of Contract)



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General Conditions of Contract

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



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	3.2	For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of Goods and Services is distinct from the nationality of the Supplier.
4. Standards	4.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Government	5.1	The Supplier shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier’s performance under the Contract if so, required by the Procuring Entity.
	5.4	The Supplier shall permit the Procuring Entity to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring Entity, if so required.
6. Patent Rights	6.1	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Entity's country.
7. Performance Security	7.1	Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the



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		Procuring Entity the performance security in the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	7.3	<p>The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Entity and shall be in one of the following forms:</p> <p>a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Entity's country, in the form provided in the bidding documents or another form acceptable to the Procuring Entity; or</p> <p>b. a cashier's or certified check.</p>
	7.4	The performance security will be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
8. Inspections and Tests	8.1	The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. SCC and the Technical Specifications specifies inspections and tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	8.2	The inspections and tests may be conducted on the premises of the Supplier or, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Entity may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Entity.
	8.4	The Procuring Entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Entity's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested,



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		and passed by the Procuring Entity or its representative prior to the goods' shipment from the country of origin.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
9. Packing	9.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Entity.
10. Delivery and Documents	10.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
	10.2	Documents to be submitted by the Supplier are specified in SCC.
11. Insurance	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility.
12. Transportation	12.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Entity's country, transport to such place of destination in the Procuring Entity's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
13. Incidental Services	13.1	<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;



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		<p>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; and</p> <p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p>
	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> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>h. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements;</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. Warranty	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.



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	15.2	This warranty shall remain valid for such months and years as specified in Special Conditions of Contract months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
	15.3	The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.
	15.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.
16. Payment	16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	16.2	The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
	16.4	The currency of payment is Pak. Rupees.
17. Prices	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring Entity's request for bid validity extension, as the case may be.
18. Change Orders	18.1	The Procuring Entity may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of



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		<p>the following:</p> <ul style="list-style-type: none"> a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity; b. the method of shipment or packing; c. the place of delivery; and/or d. the Services to be provided by the Supplier.
	18.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order.
19. Contract Amendments	19.1	Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20. Assignment	20.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.
21. Subcontracts	21.1	The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
	21.2	Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Supplier's Performance	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
	22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated



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



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		benefits of free and open competition.
	24.2	In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	25.2	For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	25.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
26. Termination for Insolvency	26.1	The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.
27. Termination for Convenience	27.1	The Procuring Entity, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	27.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the



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		<p>Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:</p> <ul style="list-style-type: none">a. to have any portion completed and delivered at the Contract terms and prices; and/orb. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
28. Resolution of Disputes	28.1	The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	28.2	If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
29. Governing Language	29.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30. Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Procuring Entity's country, unless otherwise specified in SCC.
31. Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.



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PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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



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Part Two Section I. INVITATION FOR BID (IFB)



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No. KP-FS&HFA/HTLE/2025-26/01

INVITATION FOR BID FOR CHEMICALS, STANDARDS, REAGENTS & CONSUMABLE FOR PROVINCIAL FOOD TESTING LABORATORY AND CENTER FOR RESEARCH

Khyber Pakhtunkhwa Food Safety & Halal Food Authority (KP-FS&HFA) Peshawar invites sealed bids under National Competitive Bidding from Manufacturers and/ or Importers and/ or authorized agents for Chemicals, Standards, Reagents & Consumable for Provincial Food Testing Laboratory & Center for Research **FY 2025-26**.

Bidding shall be conducted through **Single Stage–Two Envelopes Bidding Procedure** as per **KPPRA Rules-2014**. Complete set of bidding documents can be downloaded from the official websites: www.kpfsa.gov.pk and www.kppra.gov.pk till **Monday 07th October 2025**.

Interested bidders must submit sealed bids on or before **01:00 pm sharp, Thursday 07th October 2025 and shall be opened on the same day at 02:00 pm** in the presence of the bidders or their representatives, who choose to attend. Bid submitted after 1:00 PM shall not be entertained.

The bidders are required to submit their inputs/ reservations on Bidding Solicitation Documents including Specifications, Criteria etc. in writing on or before **21st September 2025**, a pre-bid meeting with the interested bidders will be held on, **22nd September 2025** at **11:00 am** in the **Conference Room of Directorate General of Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Khyber Road, Police Lines, Peshawar**.

Financial bid must be accompanied with Bid Security of **2%** of the bid value in the name of the Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Peshawar, which shall be from bank account of the prospective bidder. Ordinary cheque and Payment Order (PO) in the form of bid security shall result in disqualification of bidder as per **KPPRA Act 2012** and **KPPRA Rules 2014**. Technical bids must be accompanied with a photocopy of the bid security (not showing the amount) and an Affidavit on Judicial Stamp paper to the effect that bid security as per Bid data Sheet is attached in the financial bid, failing which the technical bid will be considered as non-responsive.

The Khyber Pakhtunkhwa Food Safety & Halal Food Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

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	Name of Procuring Entity:	Khyber Pakhtunkhwa Food Safety & Halal Food Authority.
ITB 1.1	Name of Project:	N/A
ITB 1.1		Budget allocated to Khyber Pakhtunkhwa Food Safety & Halal Food Authority for the FY 2024-2025
ITB 1.1	Name of Contract:	Procurement of Chemicals, Standards, Reagents & Consumables for Provincial Food Testing Laboratory & Center for Research (PFTLCR) FY 2025-2026
ITB 6.1	Procuring Entity's Address, Telephone, Telex and facsimile numbers	Department: Khyber Pakhtunkhwa Food Safety & Halal Food Authority Address: Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar Tel# 091-9212959 Toll Free# 0800-37432 Email: info@kpfsa.gov.pk
ITB 8.1	Language of the Bid:	Language of the bid is English .
Bid Price and Currency		
ITB 11.2	Quoted Price:	The price quoted shall be Delivered Duty Paid (DDP). The price quoted shall be in Pakistani Rupees (Rs) inclusive of all taxes and the incidental service charges.
ITB 11.5		The Price shall be fixed
Preparation and Submission of Bids		
ITB 13.2	Documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted:	(i) That, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder: a) is incorporated in the country of manufacture of the Goods b) has been licensed by the regulatory authority in the country of manufacturer to supply the Goods; c) has manufactured and marketed the specific goods covered by this bidding document, for at least two (2) years, and for similar Goods for at least Three (3) years; (ii) That, in the case of a Bidder offering to supply Goods under



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		<p>the Contract that the Bidder does not manufacture or otherwise produce:</p> <ol style="list-style-type: none"> that the Bidder has been duly authorized by a manufacturer of the Goods and Authorization letter on the original letter head of the manufacturer; Manufacturer of the Goods meets the criteria under (i) above to supply the Goods in Pakistan; That the bidder is incorporated in Pakistan, certificate of incorporation has been submitted; <p>The Bidder shall also submit the following additional information:</p> <ol style="list-style-type: none"> Registration certificate for National Tax Number and Sales Tax Number and must also be on active tax payer list. Supply completion certificates, audit reports, and other documents required as an evidence for technical evaluation. Details of on-site quality control laboratory facilities and services and range of tests conducted <i>(if any)</i>
ITB 13.3 (d)	Qualification requirements:	As prescribed under Section-V Qualification Criteria
ITB 15.1	Amount of Bid Security:	The Bidder shall furnish, as part of its bid, a Bid Security equivalent to 2% of the bid price of each item (separately) which the bidder is offering in Shape of CDR from the account of bidder /firm who submits the bid, in the name of the " Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority".
ITB 16.1	Bid validity period:	120 Days from the date of Technical Bid Opening
ITB 17.1	Number of Copies:	<p>The Bidder will prepare separate One original copy of the Technical and Financial Bids.</p> <p>In addition, the Bidder will prepare One duplicate copy (hard format) and One Soft Copy (in USB) of the Technical Bid. In the event of discrepancy between the original copy, duplicate copy and soft copy, the original copy will prevail.</p> <p>The Bidder will enclose the original copies of Technical & Financial bids and duplicate copy and soft copy of the Technical bid in separate sealed envelopes, duly marking the envelopes as:</p> <ol style="list-style-type: none"> "ORIGINAL COPY—TECHNICAL BID" "ORIGINAL COPY— FINANCIAL BID" "DUPLICATE COPY—TECHNICAL BID" "SOFT COPY—TECHNICAL BID in a USB in Microsoft Word or Microsoft Excel format. PDF with images"



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		<p>will not be accepted.</p> <p>These envelopes shall then be enclosed in one single envelope. The inner and outer envelopes shall also:</p> <p>(i) Bear the name and address of the Bidder:</p> <p>(ii) Bear the following information: Procurement Title, IFB / NIT No and Bid Closing Date.</p>
ITB 18.2 (a)	Address for bid submission:	Directorate General Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar.
ITB 18.2 (b)	IFB Title and IFB Number:	<p>Title: Procurement of Chemicals, Standards, Reagents & Consumables for Provincial Food Testing Laboratory & Center for Research (PFTLCR) FY 2025-2026</p> <p>Number: IFB No. KPFS&HFA/APP/2024-2025/09</p>
ITB 19.1	Deadline for bid submission:	<p>Date: 7th October 2025</p> <p>Time: 1:00 PM</p>
ITB 19.3	Prebid Meeting	<p>Date: 22nd September 2025</p> <p>Time: 11:00 AM</p>
ITB 22.1	Time, Date, and Place for Bid Opening:	<p>Technical Bid Opening Date: 7th October 2025</p> <p>Technical Bid Opening Time: 2:00 PM</p> <p>The Technical Bid opening will take place at Conference Room of the Khyber Pakhtunkhwa Food Safety & Halal Food Authority, New C&W Building, Ground Floor, Khyber Road, Police Lines, Peshawar.</p>
Bid Evaluation		
ITB 23.1	Clarifications of Bids:	The Procuring Entity may ask the Bidder in writing, only for clarification regarding the received documents in the bid. However, no change in the prices or substance of the bid shall be sought, offered, permitted, or entertained. This communication shall be with the prior approval of Chairperson Procurement Committee.
ITB 25.3	Evaluation and Comparison of Bids:	Merit Point Evaluation / System: Best Evaluated Bid. The items ranked highest in merit points (obtained through, and based on, technical and financial evaluation) will get unit rate central contract.
ITB 25.4 (b)	Delivery Schedule:	As per Section-IV “Schedule of Requirements”
Option (i)		Not Applicable



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ITB 25.4 (c) (ii)	Deviation in payment schedule. Annual interest rate.	Not Applicable
ITB 25.4 (d)	Cost of Spare Parts:	Not Applicable
ITB 25.4 (e)	Spare parts and after sales service facilities:	As per Section-IV “Schedule of Requirements”
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)		As prescribed under Section-V Qualification & Evaluation Criteria
ITB 28.1	Award Criteria:	As per Section 2 (1)(c)(i) of KPPRA (Amendment) Act 2022 “Best Evaluated Bid” The highest-ranking fair bid where quality and cost are primary and secondary consideration respectively in accordance with the weightage defined for technical and financial evaluation criteria set forth here in these bid solicitation documents. Highest Ranking fair bid is the bid i.e Substantively responsive and Ranks 1st based on achieving highest combined Technical & Financial Evaluations Scores.
ITB 29.1		The Procuring Entity reserves the right at the time of contract award to increase or decrease, the quantity of goods / items and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
ITB 33.1	Performance Security:	10% of the total price of award of contract or as desired by the Procuring Entity at the time of contract



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Section III. Special Conditions of Contract



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Special Conditions of Contract (SCC)

1. Definitions (GCC Clause 1)

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

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

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

GCC 1.1 (j)—The **Project Site** is: **Provincial Food Testing Laboratory & Center for Research, Opposite Federal Public Service Commission Office, Phase No. 05, Hayatabad, Peshawar.**

2. Country of Origin (GCC Clause 3)

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

3. Performance Security (GCC Clause 7)

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

4. Inspections and Tests (GCC Clause 8)

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

- a) Bidder will be required to provide such evidence that proves the conformity of technical & performance specification of the offered.
- b) The bidder will be disqualified for competition, if Procuring Entity declare that the bidder's offered Goods / items did not meet the mandatory technical & performance requirements during physical verification or the bidder did not provide evidence to satisfaction of the Technical Committee in case sample is not available.
- c) The Procuring Entity may also examine the original documents related to the fitness of the offered Goods / items in all respects including but not limited to Bill of Lading / Airway bill(s), Goods Declaration(s), Certificate/ Declaration of Conformity/ Certificate of Analysis/ Compliances/ Analysis, invoice etc.
- d) Before acceptance of the Goods / items the Procuring Entity will inspect, test and, if necessary, reject the goods after the goods' have arrived at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Procuring Entity during sample evaluation as mentioned above.



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- e) Goods/ items will be examined and / or tested by Procuring Entity in a manner as deemed relevant and appropriate (including testing at specialized bodies). No claim for Goods/ items tested for quality will be entertained, costs of tests will be incurred by respective bidder.

5. Packing (GCC Clause 9)

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

6. Delivery and Documents (GCC Clause 10):

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

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



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- xi Manufacturers or Supplier's warranty certificate;
- xii Inspection certificate, issued by the nominated inspection Entity, and the Supplier's factory inspection report; and
- xiii Certificate of origin.

7. 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.

8. Spare Parts (GCC Clause 14)

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

9. Warranty (GCC Clause 15)

In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier.

The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, replace the defective Goods or parts thereof without cost to the Procuring Entity.

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

- i. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements in accordance with the Price Schedule, the amount against the delivered goods and services or such other sum as may become payable under the provisions of this Contract.
- ii. A copy of General Sales Tax ('GST') Invoice showing the amount of sales tax, must be submitted along with the Invoice.
- iii. Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.
- iv. All payments to the Supplier shall be made as per following schedule, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities:
- v. 100% payment shall be made as a one-time payment after the delivery, Inspection and



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Acceptance Certificate issued by the Procuring Entity.

- vi. In case of an import, payment of local currency portion shall be made in Pak Rupees within thirty (30) days of presentation of claim supported by a Certificate from the Purchaser declaring that the Goods have been delivered and accepted and that all other contracted Services have been performed.
- vii. Payment will be released after deduction of applicable Stamp Duty and DPR.

11. Prices (GCC Clause 17)

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

12. Subcontracts (GCC Clause 21)

Subcontracts are not allowed.

13. Liquidated Damages (GCC Clause 23)

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

14. Resolution of Disputes (GCC Clause 28)

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

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

15. Governing Language (GCC Clause 29)

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

16. Applicable Law (GCC Clause 30)

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

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

17. Notices (GCC Clause 31)

GCC 31.1—Procuring Entity's address for notice purposes: **Directorate General, Khyber**



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**Pakhtunkhwa Food Safety & Halaal Food Authority, Ground Floor New C&W Building,
Police Lines, Khyber Road, Peshawar**

Telephone(s): +92-91-921295

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



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SECTION IV. SCHEDULE OF REQUIREMENTS



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SCHEDULE OF REQUIREMENTS

All bids must meet the Technical Specifications and performance requirements specified. Non-conformity of the offered Goods with required specifications of Goods will be non-responsive and will be rejected.

1. All bidders must submit the technical specifications, performance specifications etc of offered Goods/ item using format provided in Section-VI under “Technical Specifications & Comparative Data Table”.
2. All certifications of regulatory bodies, Manufacturer authorizations and data/ documents shall be valid, attestation shall be in original and must be verifiable online through the issuing authority’s website. Committee may carry out the verifications on or before award of contract and in case of any fraudulent practice; legal action will be taken against the bidder concerned. Any certificate expires before bid opening will not be entertained.
3. All Standards, Certified Reference Materials (CRM) shall be certified and traceable to recognized standards bodies like NIST or meet ISO 17034 and ISO/IEC 17025 standards.
4. All certifications from accredited bodies, as the case may be, shall be valid and shall contain the quoted product(s) in its scope, moreover the accredited body shall be authorized to certify the quoted product(s).
5. Non-Provision of mandatory documents mentioned in these BSDs shall lead to disqualification of the firm / quoted items.
6. **Declaration of conformity:** Bidder shall provide a declaration of conformity to applicable regulation(s) and/or standard(s). Declaration of conformity shall be dated and signed by the manufacturer, it shall contain a reference to the proposed Goods (name and product code) and a list of relevant International Standards and directives for which the compliance is declared to.
7. **Compliance with Regulatory Requirements:** The proposed Goods in response to the requirements here in these bid solicitation document must be from manufacturer who is legally registered to manufacture the particular device by their national regulatory authority and has valid manufacturing license. Any official clearance or legal certificates.
8. The Procuring Entity, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier’s capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence as well as information regarding offered Goods/ items.
9. Bid must include a manufacturer’s brochure or leaflet describing the Goods being offered along with COA & SDS as the case may be of each offered Goods / items/ Products to enable offered specifications to be verified. All such documents shall be in English language or shall be translated to English language.



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10. The item should be new, and the bidder will ensure originality of the procurement channel as well as the item. Bidder shall provide the shipment trail of the quoted item from the manufacturing site till destination (if required).
11. Successful Supplier shall ensure to complete the supply of the Goods/ items at the earliest but not later than as specified for each Goods in **Schedule of Requirements**.
12. Payment will be released after complete & successful delivery, satisfactory acceptance by the Inspection Committee of the Procuring Entity and upon issuance of satisfactory inspection report.
13. Alternative bids and Conditional Bids will be disqualified.
14. Origin of the Goods i.e Manufacturing country along with Model No & Name of Manufacturer of the offered Goods must be provided.
14. The bidder shall provide the following details for each Chemicals, Reagents, Media, Standard & Laboratory Consumables: brand, catalogue number, country of origin, and shelf life (minimum of 75% at the time of delivery). A certificate of analysis and a safety data sheet must be attached and supplied to the laboratory for QA/QC.
15. The required Chemicals, Re-agents must be Certified Reference Material (CRM), which is characterized by a metrologically valid procedure for one or more specified properties, accompanied by a certificate that provides the value of the specified property, its associated uncertainty, and a statement of metrological traceability.
16. **Reference Material Producer (RMP)**: The required Chemicals & Re-agents must be from a (RMP), which is a body (organization or company, public or private) that is fully responsible for project planning and management, assignment of, and decision on property values and relevant uncertainties, authorization of property values, and issuance of reference material certificate or other statements for the certified reference materials it produces through accreditation under ISO-17034 to produce Reference Material (RM) and Certified Reference Material (CRM) based on a defined scope of accreditation.
17. **Traceability**: All Chemicals & Re-agents offered in response to the requirements must establish metrological traceability to the relevant International Standards or SI system.
18. Documents to be provided: In order to ensure the required Chemicals & Re-agents purchased is appropriate at the time of delivery Certificate of Analysis (COA) must be provided for each different Chemical & Re-agent. (COA) shall include the following information:
 - The unique identifier of the (CRM).
 - The certificate shows evidence that the (CRM) is accredited (this will be either text referencing their accreditation and the (RMP's) accreditation certificate or the use of their accreditation symbol).
 - A property value, where applicable.
 - The intended use of the (CRM).



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- An expiration date or period of validity.
 - The name of the RMP and contact details.
 - Information on how to appropriately store the RM/CRM.
 - The instructions for handling and use of the RM/CRM.
 - The matrix is appropriate.
 - **Certificate from (RMP)** should state to the effect of “The certified value is metrologically traceable to the SI - International System of Units (Système international d’unités)”, followed by a description of how it is traceable to that stated reference.
 - Appropriateness of the “*Certified Value*” & associated “*Uncertainty*” for the measurement application.
5. **Minimum Shelf Life:** At the time of Delivery to the delivery location all item shall have a maximum possible long expiry dates with the minimum remaining shelf life of at least **(75%)** in case of imported goods. **(85%)** in case of locally manufactured goods within Pakistan
6. **Repackaged / Relabeled Standards / Material:** Original Standards repackaged into smaller quantities may invalidate the metrological traceability. Therefore, the same will not be accepted.
7. The reagents must be compatible with the equipment it is intended to be used with, names of such equipment alongwith with all Chemicals, Reagents, Media, Standard & Laboratory Consumables have been provided below.



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LIST OF REQUIRED EQUIPMENT



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CHEMICALS, REAGENTS, STANDARDS, MEDIA, CONSUMABLES REQUIRED

ICP-OES

List of chemicals and Reagents/others for analysis of heavy, toxic and beneficial metals/elements in drinking water through ICP-OES		
Reagents/Chemicals	Specifications	Quantity
Calibration Standard stock solutions for heavy, toxic and beneficial elements/minerals	Multi-element ICP standards: Arsenic, antimony, chromium, cadmium, lead, cyanide, mercury, manganese, boron, selenium, nickel, copper, Iron, calcium, sodium, potassium, magnesium, chromium (purity, 99.99%, 1000ug/ml)	2
Nitric Acid (HNO ₃)	65–70% (sp.gr=1.41)	2 Liters
Hydrochloric Acid (HCl)	30–37% (sp.gr=1.18)	2 Liters
Hydrogen peroxide	ICP-OES GRADE PURITY	2 Liters
Per Chloric Acid	ICP-OES GRADE PURITY	2 Liters
Sulphuric acid	99.99 % pure	2 Liters
Internal Standards		
Yttrium, Indium (In), Rhodium, Indium, cesium/Rhodium		1 each
NIST SRM 1640a	For quality control and validation Certified Reference Materials (CRMs) for water	1
Other Consumables		
Other consumables	<ul style="list-style-type: none"> • Polypropylene or Teflon sample tubes/vials • Micropipettes 20ul and 1m • Acid-resistant tips • Digestion vessels (Teflon) 	10 Packs each
Hydrogen Peroxide	30% ultra-pure grade	
Air compressor		1
Microwave digester		1
Oven		1
Dehumidifier		1
Filtration Assembly		1
Pipette holder		1
Top loading balance		1
Analytical balance		1
Hygrometer		2
Falcon tubes		50ml+ 15 ml (10+10 packs)
Syringes		3cc (10 packs)
Hotplate		1
Heating block		1
Deionizer		1
Online UPS		2
pH Meter		1



GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



List of chemicals and Reagents/others for analysis of heavy, toxic and beneficial metals/elements in drinking water through ICP-OES

Reagents/Chemicals	Specifications	Quantity
Magnetic stirrer		4
Pipette tips	Acid resistant, 0.1ul, 20ul, 100ul, 200ul and 1ml, 10ml	10 Packs each
Spatula	18/10	
Centrifuge tube racks	50ml and 15 ml tubes	2+2
Separatory funnels	250 ml, 500ml, 2000 ml (2 each)	2 each
Micro Pipette	1 ml, 20 ul, 10ml (2 each)	2 each
Water bath	1	1
Screw bottles	50 ml, 100ml, 500 ml, 1000ml (10 bottles each)	10 bottles each
Homogenizer	1	1

CHEMICALS & ACCESSORIES FOR MICRO LAB

Sno	Chemical Name	Specifications	Quantity
	Mannitol salt agar		4 bottles
	Tryptic soya agar		4 bottles
	Petri dishes 90 mm	Pyrex	200 plates
	Filtration units (SS)		05 numbers
	Gram staining reagent		01 kit (500ml)
	Cedar wood oil		100ml bottle
	Baird parker media		4 bottles
	Media bottles 250ml	Pyrex	30 bottles
	Media bottles 500ml	Pyrex	10 bottles
	SS spoon (Tea)		30
	Small SS scissors		10
	Filter paper sterilized 0.45 micro meter	Sartorius or equivalent	2 packs
	Duster (white color cloth)	Dust Free	100 pieces
	Steri gauge (chemical indicator)		100 pieces
	Butter paper		1 pack of 100 pieces
	Screw cap glass tube	Pyrex	100 tubes

GC MS DEMANDS

List of chemicals and Reagents/others for detecting pesticide residues in Food items/water through GC-MS

Sno	Chemicals/Reagents name	Specifications	Quantity
	Acetonitrile	LCMS grade, purity >99.9%	25 L
	Methanol	LCMS grade, purity >99.9%	25 L
	n-hexane	Pesticide residue grade, purity >95%	10 L
	Acetone	LCMS grade, purity >99.9%	2 bottles/2.5 L per bottle
	Dichloromethane (DCM)	LCMS grade	10 L



GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



List of chemicals and Reagents/others for detecting pesticide residues in Food items/water through GC-MS

Sno	Chemicals/Reagents name	Specifications	Quantity
	toluene	LCMS grade	2 bottle/2.5 L per bottle
	Ethyl Acetate	LCMS grade, purity >99.8%	2 bottles/2.5 L per bottle
	Acetic acid	LCMS grade purity >99.5%	2 bottles/2.5L per bottle
	Formic Acid	LCMS grade	2bottles/2.5 L per bottles
Extraction Salts			
	Magnesium sulfate/Anhydrous granules	Powder form Purity > 98% heated in bulk to 500C for accurate >5h to remove phthalates and residual water	5 bottles/1 kg per bottle
	Sodium chloride		1 bottle/1 kg per bottle
	Anhydrous sodium acetate	Powder form	4 bottles/ 1 kg per bottle
	Charcoal Activated		1 bottles/1 kg per bottle
	Tri-soduim citrate dihydrate		4 bottles/1 kg per bottle
	Primary secondary Amine (PSA)	40 um particle size (variant part no. 12213024 or equivalent (Analytical grade)	4 bottles/ 1 kg per bottle
	GCB (Graphite Carbon Black)	120/400 mesh size	4 bottles/1 kg per bottle
	C-18 (octadecyl Silane)	40 um particle size	1 bottle/1 kg per bottle
	NaOH	Pellets	200mg
Kits			
	EN 15662 dSPE Citrate Extraction		20 boxes/50pcs/box
	AOAC 2007.1 dSPEMgSO4 Extraction		04 boxes/50 pcs/box
	Clean-up tube for fat and wax food AOAC 2007.1		2 packets/25 pcs/packet
	Waxed fruit and vegetables clean-up tube EN 15662		20 packets/25 pcs/packet
	PSA Clean-up tube/General fruits and vegetables		08 packets/25 pcs/packet
	AOAC pigmented fruit and vegetables clean-up tube AOAC A2007.1		06 packets/25 pcs/packet
	Internal standard	Triphenyl Phosphate (TTP)	100µg/1 ml
		8-Hydroxyquinoline	100µg/1 ml
Other Consumables/ Equipment			
	Glass GC vial		2ml (2packs)



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List of chemicals and Reagents/others for detecting pesticide residues in Food items/water through GC-MS

Sno	Chemicals/Reagents name	Specifications	Quantity
	Nitrogen based evaporator		1
	Chopper blixer		1
	thermohygrometer	Laboratory monitoring devices	1
	Refrigerated centrifuge		50ml
	Refrigerated centrifuge		15ml
	Rotary evaporator		1
	Sample blender		1
	Vortex		1
	Shaker		1
	Solvent dispenser		2s
	Syringe filter	PTFE 0.45 pore size 022 um (hydrophobic + hydrophilic)	4+4+4
	Syringes		3cc (10 packs)
	A pesticide Manual	18 th Edition (Editor: Dr. J A Turner)	
Pesticide single Standards (purity 95-99%) supplied with certificate of analysis for traceability AOAC/ NIST Certified Reference Material (CRMs)			
	Atrazine Gamma-HCH Chlorothanlonil Endosulfane(α , β and sulfate) Dieldrin Endrin Mirex Pareathion-methyl Chloropyrifos Captan Triazophos Bifenthrin Fenpropathrin B-cyfluthrin A-Cypermethrin Imazalil Phorate Proferfos Malathion Dichlorvos Deltamethrin Dithiocarbamates Fenitrothion Bromo-propylate Phosalone Ethion Abamectin 2,4-DDT 4,4- DDT	1000 μ g/ml	3 \times 1 ml



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Ion Chromatograph

The Following Chemicals/Reagents are needed for routine functioning of the ion chromatograph.

Sno	For Anions detection	Specifications	Quantity
	Standards for anions	Mix Standards	
	Sodium Carbonate	≥ 99.8 %	1 Kg
	Sodium Bicarbonate	≥ 99.8 %	1 Kg
	Orth Phosphoric Acid	≥ 85 %	5 Liter
	For Cations Detection		
	Standards	Mix Standards	
	Nitric acid	≥ 65 %	5 Liter
	Dipiclonic acid	≥ 99 %	2.5 Liter

CDR Food Lab

Sno	Item Name	Specifications	Quantity
	Acidity vials		250
	Peroxide vials		250
	Iodine vials		250
	Soap Content vials		250

FOSS Milkoscan FT3 Reagents

Sno	Name	Specifications	Quantity
1	MSc Zero	Used for rinsing and Zero the Milkoscan FT3 flow system. Each Sachet for 5 liters. P/N 60077631	Pack of 50 sachets x 2
2	MSc-DeScaler	Used for daily/weekly 'Extra-Clean' procedure. Keeps the flow system clean from mineral build up. Each Sachet for 1 liter. P/N 60070869	Pack of 10 Sachets x 10
3	MSc W-960	Used to calibrate the Conductivity sensor during a Zero measurement and for cleaning the Milkoscan FT3 flow system. Each for 5 liters. P/N 60092291	Pack of 50 sachets x 2

Gerber Centrifuge

Sno	Name	Specifications	Quantity
1	Sulphuric Acid	98% - 99%	10 Liters
2	Isoamyl Alcohol	Pure	5 Liters



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Titration

Sno	Item Name	Specification	Quantity
	Phloroglucinol		50 gm
	Ethanol		50 L
	Hydrochloric acid	Concentrated	10 L
	Phenolphthalein indicator		1 Kg
	Sodium hydroxide		1 Kg
	Glacial acetic acid		15 L
	Chloroform		10 L
	Potassium iodide		1 Kg
	Sodium Thiosulphate		1 Kg
	Starch indicator		1 Kg
	Buffer solutions for PH	pH 4/7/10	4 packs, 500 ml
	Baking Powder		1 Kg
	Schroeder's Alkalimeter glassware		5 Pcs
	Butyro Tubes		12 Pcs
	Stopper		12 Pcs
	Hydrazine Sulphate		1Kg
	Potassium Bromide		2 Kg
	AG No3		5 L
	Lovi Bond Tintometer		1
	Lovi Turbidity meter		1
	Sonicator		1
	Ether		15 L

BAX

Sno	Name	Specifications	Quantity
	Butterfields phosphate buffer		1 Kg
	Listeria enrichment media		1 Kg
	MP media		1 Kg
	E. coli		1 Standard Pack
	Listeria		1 Standard Pack
	Salmonella		1 Standard Pack
	Yeast & Mold		1 Standard Pack

Oil & Ghee Iodine Value

Sno	Name	Specifications	Quantity
	Carbon tetrachloride		1 Kg)
	Sodium thiosulfate		1 Kg)
	Potassium Iodide		1 Kg)
	Starch solution		1 Kg)
	Potassium dichromate		1 Kg)

Peroxide value POV

Acetic acid (5 L)



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Melting Point

Capillary Tubes & digital thermometers (12 pcs)

Hygrometer (12 Pcs)

Chemicals required for different analysis

Sno	Name	Specifications	Quantity
	Potassium Chromate		1 Kg
	Murexide Indicator		1 Bottle
	Trichrome Black Tea	EBT	
	Trichrome Diamine Tetra Acetic Acid	EDTA	
	Potassium Hydroxide		1 Kg
	Potassium Permanganate		500 Grams
	Acetonitrile	HPLC Grade	
	Glacial Acetic Acid	HPLC Grade	
	Vit A (Acetate)		1 Standard
	Butylated Hydro Toluene BHT & Pyrogallol		1 Kg
	Tetra Hydrofuran & Methanol	HPLC Grade	
	41 Wattsman Filter Paper		10 Packs
	0.45µm Polyimide Filter Paper		5 Packs
	0.22 & 0.45µm Syringe Filters		5 Packs
	Pearshape Glass Amber		12
	Di Ethyl Ether		10 L
	Iodine Mono Chloride		1 Kg
	Filtration Assembly Sterile Filter	0.45 µm	
	Blender		2

Spectrophotometer HMF in Honey

Sno	Name	Specifications	Quantity
	Potassium Ferrocyanide ($K_4Fe(CN)_6 \cdot 3H_2O$)		1 KG
	Ferrate (II)		1 KG
	Zinc Acetate Dehydrate ($Zn(CH_3COO)_2 \cdot 2H_2O$)		1 KG
	Trihydrate		1 KG
	Sodium Bisulfite ($NaHSO_3$) (1 Kg)		1 KG

HPLC/UHPLC/GC/ICP

Sno	Name	Specifications	Quantity
	HPLC Standards For Antibiotics, Caffeine Standards		15 L
	Acetonitrile	Pure, HPLC Grade	15 L
	Methanol	99.9%, HPLC Grade	15 L
	Amber Glass 250	250 ml	24 pcs
	Watt Man Folded Filter Paper	185 mm Diameter	2 Packs
	Watt Man Fiber Filter Paper 0.2 Micro S	47 mm diameter	2 Packs



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PCR & Elisa Reader

Sno	Name	Specifications	Quantity
	PCR Kits for Species Identification		(1 Pack)
	Aflatoxin detection Kits for for Elisa Reader Aflatoxins		(3 Packs)
	Ochre Toxins		(1 Pack)
	Antibiotics Kits		(1 Pack)
	Mycosep Columns		500
	Sodium Carbonate		1 KG
	Sodium Bicarbonate		1 KG
	Lactometers		2

Other Kits, Calibration Solution, Buffer Solution

Sno	Name	Specifications	Quantity
	Arsenic Kit		12
	Buffer Solution for pH Meter	4, 7, 10	12 each
	Buffer Solution for TDS		12
	pH Meter	Hand held / portable Microprocessor Controlled PH Range 0 to 14 PH Resolution 0.01 or better pH Accuracy: ± 0.002 or better MV Range $\pm 1200.0\text{mV}$ or better Temperature Range -5 to $+105.0^{\circ}\text{C}$, Temperature accuracy $\pm 0.1^{\circ}\text{C}$ Three Point Calibration System Accessories:- a) Electrode stand with base. b) Beaker 50 ml. c) 3M KCL Solution 50 ml. d) Calibration Standard solutions PH 4, 7 & 10, (50ml each). e) pH Glass Electrode with Built in Temperature Sensor	5
	TDS Meter	Multipurpose/multifunctional TDS, conductivity, salinity Memory: 500 sets or better Display: LCD with backlight Interface for connectivity Accuracy of TDS Meter Conductivity: $\pm 0.5 \mu\text{S/cm}$ or better (Full Scale) TDS: $\pm 0.1 \text{ mg/L}$ Temperature $\pm 0.5^{\circ}\text{C}$ Resolution: Conductivity: $0.01 \mu\text{S/cm}$ TDS: 0.01 mg/L to $0.1 \mu\text{g/L}$ or ppt	5



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Sno	Name	Specifications	Quantity
		Temperature: 0.1 °C Range (Min-Max): Temperature Range: 0 to 100.0°C or better Salinity 0.0-70.0 TDS 0-1999 mg/l or better Conductivity Range (Min-Max) 0.01 µs/cm to 1000 ms/cm or better With following accessories Conductivity Electrode with built in Temperature Sensor All Standard solution Calibration certificate.	

TURBIDITY METER	
Specification	Requirement
Application: Turbidity meter is used for the detection of turbidity of liquids and aqueous Solutions	
Range	0-1000 NTU
Principle of Operation	Nephelometric
Automatic Range Selection	0.01 to 19.99 NTU, 20.0 to 99.9 NTU, 100 to 1000 NTU
Accuracy	± 2% of reading ± 1 digit for 0 – 500 NTU ±3% of reading ±1 digit for 501 – 1000 NTU
Response Time	Less than 6 seconds
Calibration	4 points
Calibration Kit	set 3 sample vials
Resolution	0.01 NTU (0 to 19.99 NTU), 0.1 NTU (20 to 99.9 NTU), 1 NTU (100 to 1000 NTU)
Display	Digital LED
Light Source	Tungsten halogen Lamp/ Infra-Red Emitting diode
Detector	Photo Diode
Connectivity	RS232 interface
Operating manuals, service manuals, other manuals	Should provide: - <ul style="list-style-type: none"> User, technical and maintenance manuals in English language List of equipment and procedures required for local calibration and routine maintenance Service and operation manuals to be provided advanced maintenance tasks documentation, if any.
Recommendations or Warnings	Any warning signs would be adequately displayed



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TURBIDITY METER	
Specification	Requirement
Warranty	1 year after satisfactory installation and working excluding consumable parts and accessories.



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SECTION VI QUALIFICATION AND EVALUATION CRITERIA



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QUALIFICATION CRITERIA (MUST MEET CRITERIA)

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

i. Verification:

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

ii. Compliance to Agreement:

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

iii. Authorization:

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

iv. Registration of firm/company:

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

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

v. Tax Registration:

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

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



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established under the Khyber Pakhtunkhwa Finance Act, 2013 (Khyber Pakhtunkhwa Act No. XXI of 2013)

vii. Bid Security:

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

viii. Price/Bid Validity:

Offers must meet required Price Validity of **120 Days** from Bid Opening date.

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

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

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

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

TECHNICAL EVALUATION CRITERIA (WEIGHT=70)

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

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

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



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

SCORING AND WEIGHTING PRINCIPLES

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

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

Financial Evaluation

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

a. Financial Evaluation:

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

Financial Evaluation Formula:

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



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TECHNICAL EVALUATION CRITERIA (GOODS)				
SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
I	Goods Quality	50		
a	Product Quality	10	Proposed Goods is registered & certified with at least one recognized international quality standard (e.g., US-FDA, CE, JIS, or equivalent).	10
			Proposed Goods is not certified with any international accreditation body.	0
b	Compliance Conformity with Requirements: <i>(Minor deviations may be accommodated up to 3, subject to the condition that main function and performance in any aspect would not be affected. More than 3 minor deviations will be considered as major deviation and the bidder will be considered as non-responsive for the quoted item. (One mark for each minor deviation will be deducted)</i>	30	Fully compliant with required specifications additional beneficial features & performance enhancements provided	30
			Fully compliant with required specifications having no additional beneficial features & performance enhancements	25
			Partially Compliant with required specifications with minor deviations (up to 1)	24
			Partially Compliant with required specifications with minor deviations (up to 2)	23
			Partially Compliant with required specifications with minor deviations (up to 3)	22
			Non-Compliant Minor deviations exceeding (3) and/or Major Deviation (1)	0
c	Performance certificate: <i>Certificate from Institutions/ Laboratory (Govt or Semi Gov or Private), where same Goods has been installed in the past 10 years and is currently operational</i>	10	05 Certificates submitted	10
			4 Certificates submitted	8
			3 Certificates submitted	6
			2 Certificates submitted	4
			1 Certificates submitted	2



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TECHNICAL EVALUATION CRITERIA (GOODS)				
SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
2	Manufacturer / Principle Quality Certification	10	Manufacturer and Manufacturing site of offered Goods is registered & certified for Quality Management, ISO 9001:2015 or equivalent from PNAC / IAF accredited body	10
			No required certificate submitted	0
3	Bidders / Firms capacity & Capability	30		
a	Audit Reports / Liquidity Ratio: Current ratio (<i>Current Assets/ Current liabilities</i>)	5	Audit reports of last consecutive 3 years and showing Average "Current Ratio > 1" for the last Three consecutive Years	5
			Audit reports of less than 3 last consecutive years submitted and / or Average "Current Ratio < 1" for the last consecutive 03 Years	0
b	Bidder's / firm's Quality Management Certification	10	Valid ISO 9001 Quality Management Certificate of the firm / bidder from PNAC accredited body	10
			No Quality Management certificate is submitted	0
c	Bidder's / firms Satisfactory Supply Completion (<i>Certificate from Institutions/ Laboratories (Government, Semi Government or Private), for completion of supply. Certificate and supply shall not be older than past 07 years</i>)	10	05 supply completion certificates submitted issued by purchaser of Semi Government and / or Government Departments for supplying similar goods under similar nature and / or type of contract.	10
			04 supply completion certificates submitted issued by purchaser of Semi Government and / or Government Departments for supplying similar goods under similar nature and / or type of contract	8
			03 supply completion certificates submitted issued by purchaser of Semi Government and / or Government Departments for supplying similar goods under similar nature and / or type of contract	6
			02 supply completion certificates submitted issued by purchaser of Semi Government and / or Government Departments for supplying similar goods under similar nature and / or type of contract	4



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TECHNICAL EVALUATION CRITERIA (GOODS)				
SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
			01 supply completion certificates submitted issued by purchaser of Semi Government and / or Government Departments for supplying similar goods under similar nature and / or type of contract	2
			Zero (0) score will be awarded for no submission by the bidder.	0
d	Personnel/Human Resource: (Factory training to be verified from the visa, passport, travelling history) or a certificate issued by the Manufacturer. PEC Registration to be verified from PEC registration card of Engineer)	5	Factory trained, Graduate Engineer with PEC Registration in electrical / electronics, biomedical / mechatronics / mechanical / industrial	5
			Graduate Engineer with PEC Registration in electrical / electronics, biomedical / mechatronics / mechanical / industrial	3
			Diploma of Associate Engineer (DAE) in electrical / electronic / biomedical / mechatronics / mechanical / industrial. DAE certificate must be submitted. (0.5 mark for each certificate upto a maximum of 2)	2
4	Scope of Services	10		
a	Technical Support & After Sales Services	5	Bidder / firm has manufacturer's approved Workshop / Service Centre facility and personnel for after sales service in Peshawar	5
			Bidder / firm has manufacturer's approved Workshop / Service Centre facility and personnel for after sales service in Pakistan	2
b	Functional local Office	5	Bidder / Firm has functional office within Peshawar	5
			Bidder / Firm has functional office outside Peshawar within Pakistan	2
	Total Weight: Criteria (i + ii + iii + iv + v + vi) =	100		



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TECHNICAL EVALUATION CRITERIA CHEMICALS, REAGENTS, MEDIA & STANDARDS

SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
I	Quality	35		
a	Product Quality	10	a. Product is registered & certified with recognized international standards (ISO, NIST, USP, EPA, AOAC, ASTM)	10
			b. Product not certified with international standards	0
c	Safety and Hazard Compliance	10	a. Safety Data Sheet (SDS) and hazard classification provided, meeting international guidelines (GHS, CLP, OSHA, REACH).	10
			b. No hazard data provided	0
d	Stability and Shelf Life (<i>for all such Goods having maximum expiry of 6 months shall be awarded full score on 6 months expiry when delivered</i>)	15	a. Remaining shelf life more than 12 to 15 months at the time of delivery, supported by stability testing reports	15
			b. Remaining shelf life of 12 months at the time of delivery, supported by stability testing reports	10
			c. Remaining shelf life of 8 to 11 months at the time of delivery, supported by stability testing reports	5
			d. Shelf life below 6 months.	0
2	Performance & Compliance	20		
a	Functional Compliance (<i>Analytical Grade, Concentration, Purity, Compatibility with the Equipment etc data must be provided by bidder</i>)	10	a. Fully compliant with technical & quality specifications, including lab test reports or supporting validation documents submitted	10
			b. Partially compliant with minor deviations that do not impact performance	5
			c. Non-Compliant	0



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TECHNICAL EVALUATION CRITERIA CHEMICALS, REAGENTS, MEDIA & STANDARDS

SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
3	Manufacturer's performance	10	a. Valid ISO-17034 Reference Material Producer Certificate of the manufacturer shall be provided	5
			b. Valid ISO-9001:2015 Quality Management System Certificate of the manufacturer shall be provided	5
4	Supplier Capacity & Capability	10		
a	Financial Stability	5	a. Audit reports for last 3 years.	5
			b. Audit reports for last 2 years	3
			c. Audit reports for last 3 years	1
b	Experience: Supply completion certificates submitted are provided issued by purchaser of Semi Government, Government Departments or Private Organization for supplying similar goods	5	<ul style="list-style-type: none"> For each Satisfactory supply completion certificate submitted issued by purchaser of Private Organizations One (01) points will be awarded. For each Satisfactory supply completion certificate submitted issued by purchaser of Semi Government, Government Departments Two (02) points will be awarded 	10
5	Scope of Services	25		
a	Replacement Policy	15	a. Replacement of Expired Chemicals, Kits, Reagents provided	15
			b. Replacement of expired Chemicals, Kits, Reagents not provided.	0
b	Delivery period in "Days" from the date Purchase Order is issued	10	a. Delivery within 60 Days	10
			b. Delivery within 90 Days	5



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TECHNICAL EVALUATION CRITERIA CHEMICALS, REAGENTS, MEDIA & STANDARDS				
SNO	CATEGORY	WEIGHT	CRITERIA FOR SCORE	SCORES
			c. Delivery after 90 Days	0
Total Weight: Criteria (i + ii + iii + iv + v) =		100		



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ANNEX-A

Returnable Bidding Forms

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

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



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



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

THE GOVERNING RULES.

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



GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



ANNEX-B

TECHNICAL BID FORM I

Bidder's Ref No.

Letter of Intention

Name of the Contract: {_____}

To: [_____]

Dear Sir,

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

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

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

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

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

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

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

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



Note: This form must cover all the costs associated to deliver the goods and services on such as, on Delivered Duty Paid (DDP) basis. The respective costs of each goods & services must be separately provided in the following manner.



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ANNEX-D

Performance Security Form

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

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]



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ANNEX-E

Manufacturer's Authorization Form

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

To: Khyber Pakhtunkhwa Food Safety & Halal Food Authority

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

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

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

[signature for and on behalf of Manufacturer]

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



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INTEGRITY PACT

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

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

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:[Seal]

Signature:{Seal}