GOVERNMENT OF KHYBER PAKHTUNKHWA
FOOD SAFETY & HALAL FOOD AUTHORITY

KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY

REQUEST FOR PROPOSAL (RFP)
PROCUREMENT OF LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS)
FOR PROVINCIAL FOOD TESTING LABORATORY & CENTER FOR RESEARCH (PFTLCR)
OF
KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY

RFP No. KPFS&HFA/RFP/LIMS/2025-2026/I
January 2026

GOVERNMENT OF KHYBER PAKHTUNKHWA
FOOD SAFETY & HALAL FOOD AUTHORITY

PART A – BIDDING PROCEDURE & REQUIREMENTS

Section 1: Invitation for Proposal (IFP)

Section 2: Instructions to Consultants / Firms / Companies

This Section provides information to help service providers Prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. This section contains provisions that are to be used without modifications.

Section 3: Proposal Data Sheet (PDS)

This Section includes provisions specific to procurement and to supplement section , Instructions to Service Providers. This section may be customized where option is available, in accordance with the requirement of the procuring entity.

Section 4: Eligible Countries

This Section contains information regarding eligible countries.

Section 5: Evaluation Criteria, Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the services to be procured and the schedule of requirements.

Section 6: Standard Forms

This Section includes standard forms for the proposal submission, price schedule and Bid Security etc. These forms are to be completed and submitted by the service provider as Part of the proposal.

PART B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7: General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. This section contains provisions that are to be used without modifications.

Section 8: Special Conditions of Contract (GCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the procuring entity.

Section 9: Contract Forms

This section contains forms which, once completed, will become Part of the contract. The form for performance guarantee will be submitted by the successful service provider to whom letter of acceptance is issued, before the award of contract.

Integrity Pact

The successful service provider shall be required to furnish integrity Pact as per the attached format.

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GOVERNMENT OF KHYBER PAKHTUNKHWA
FOOD SAFETY & HALAL FOOD AUTHORITY

No. KPFS&HFA/RFP/LIMS/2025-2026/1

SECTION-I INVITATION FOR PROPOSAL (IFP)

1. The Khyber Pakhtunkhwa Food Safety & Halal Food Authority invites technical and financial proposals proposals from eligible and experienced consultants /firms for Procurement of Laboratory Information Management System (LIMS) for Provincial Food Testing Laboratory & Center for Research (PFTLCR).

2. The subject procurement shall be conducted in accordance with Single Stage Two Envelope procedure and shall be evaluated on Quality and Cost Based Selection (QCBS), in terms of the provisions prescribed in **KPPRA Act 2012** and **KPPRA Rules 2014**, Regulations, Guidelines or Instructions issued by the Authority (from time to time) and is open to all potential consultants / firms.
3. All Proposal must be accompanied by a bid Security in an acceptable form amounting to **(2%)** of the total financial offered cost.
4. RFP document including Eligibility Criteria, Instructions to Consultants, Technical and Financial Weightage, TORs, Technical Evaluation Criteria and standard forms may be downloaded from KPPRA website www.kppra.gov.pk and Procuring Agency's website www.kpfsa.gov.pk and also from EPADS website www.kp.eprocure.gov.pk
5. Separate Technical & Financial proposals prepared in accordance with instructions in the RFP document, must be submitted on **26/01/2026** not later than **3:00 PM**. Technical proposals will be opened on the same day at **4:00 PM** on e-Pak Acquisition & Disposal System **(EPADS)** in the presence of bidders or their representatives who choose to attend the opening.
6. Pre-bid meeting for clarification would be held on **12/01/2026 at 12:00 PM** in the Conference Room of the Directorate General of Khyber Pakhtunkhwa Food Safety & Halal Food Authority at Ground Floor, New C&W Building, Khyber Road, Police Lines, Peshawar.

SECTION-II INSTRUCTIONS TO CONSULTANTS / FIRMS / COMPANIES

A. INTRODUCTION

1. Scope of Proposal	1.1	The Procuring Entity (PE), as indicated in the **Proposal Data Sheet (PDS)** invites Proposal for the provision of Hosting of Services specified in the PDS and **in Section V - Technical Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **PDS**. The successful Service Providers will be expected to provide the services within the specified period and timeline(s) as stated in the **PDS**.
2. Source of Funds	2.1	Source of funds is referred in Clause-2 of Invitation for Proposals.
3. Eligible Service Providers	3.1	A Service Provider may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country**,** or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association duly accredited with the National Office. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the PDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Entity.
	3.3	A verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as Part of the Proposal.
	3.4	Any Proposal submitted by the joint venture, consortium or association shall indicate the Part of the proposed contract to be performed by each Party and each Party shall be evaluated with respect to its contribution only, and the responsibilities of each Party shall not be substantially altered without prior written approval of the Procuring Entity and in line with any instructions issued by the Authority.
	3.5	The invitation for proposal is open to all prospective Service Providers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body such as established for that Particular trade or business.
	3.6	Foreign Service Providers must be locally registered with the appropriate national incorporating body or the statutory body, before Participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the Service Provider must have to initiate the registration process before the Proposal submission and the necessary evidence shall be submitted to the Procuring Entity along with their Proposal, however, the final award will be subject to the complete registration process.
	3.7	A Service Provider shall not have a conflict of interest. All Service

		Providers found to have a conflict of interest shall be disqualified. A Service Provider may be considered to have a conflict of interest with one or more Parties in this Bidding process, if they: a) are 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 Services to be purchased under this Invitation for Proposal. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Proposal; or e) have a relationship with each other, directly or through common third Parties, that puts them in a position to have access to information about or influence on the Proposal of another Service Provider, or influence the decisions of the Procuring Entity regarding this Bidding process; or f) Submit more than one Proposal in this Bidding process.
	3.8	A Service Provider may be ineligible if – (a) declared bankrupt or, in the case of company or firm, insolvent; (b) Payments in favor of the Service Provider is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or Partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Service Provider involving an order suspending Payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or Partial loss of the right to administer and dispose of the property; (d) the Service Provider is convicted, by a final judgment, of any offence involving professional conduct; (e) the Service Provider is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure. (f) The firm, Service Provider and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.9	Service Provider shall provide to the Procuring Entity evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Service Provider shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Entity, as the Procuring Entity shall reasonably request.
	3.11	Service Provider shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any

		elements of the contract amounting to the more than ten (10) percent of the Proposal price is envisaged.
4. One Proposal per Service Provider	4.1	A Service Provider shall submit only one Proposal, in the same bidding process, either individually as a Service Provider or as a member in a joint venture or any similar arrangement.
	4.2	No Service Provider can be a sub-contractor while submitting a proposal individually or as a member of a joint venture in the same Bidding process.
	4.3	A person or a firm cannot be a sub-contractor with more than one Service Provider in the same bidding process.
5. Cost of Bidding	5.1	The Service Provider shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. RFP DOCUMENTS

6. Contents of Request for Proposal Document	**6.1**	The Services required, bidding procedures, and terms and conditions of the contract are prescribed in the RFP Documents. In addition to the Invitation for Proposal, the RFP documents which should be read in conjunction with any addenda issued in accordance with ITC 8.1 include:
		Section I -Invitation to Proposals
		Section II Instructions to Service Providers (ITC)
		Section III Proposal Data Sheet (PDS)
		Section IV Eligible Countries
		Section V Technical Specifications, Schedule of Requirements, Evaluation and Qualification Criteria Technical Specifications & Schedule of Requirements.
		Section VI Forms – Proposal
		Section VII General Conditions of Contract (GCC)
		Section VIII Special Conditions of Contract (SCC)
		Section IX Contract Forms
	6.2	The number of copies to be completed and returned with the Proposal is specified in the **PDS.**
	6.3	The Procuring Entity is not responsible for the completeness of the RFP documents and their addenda, if they were not obtained directly from the Procuring Entity or the signed pdf version from downloaded from the website of the Procuring Entity. However, Procuring Entity shall place both the pdf and same editable version to facilitate the Service Provider for filling the forms.
	6.4	The Service Provider is expected to examine all instructions, forms, terms and specifications in the RFP documents. Failure to furnish all the information required in the RFP documents will be at the Service Provider's risk and may result in the rejection of his Proposal.
7. Clarification of RFP documents	7.1	A prospective Service Provider requiring any clarification of the RFP documents may notify the Procuring Entity in writing or in electronic form that provides a record of the content of

		communication at the Procuring Entity's address indicated in the **PDS.**
	7.2	The Procuring Entity will within three (3) working days after receiving the request for clarification, respond in writing or in the electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Proposals as prescribed in **ITC 22.1.** However, this clause shall not apply in the case of alternate methods of Procurement.
	7.3	Copies of the Procuring Entity's response will be forwarded to all identified Prospective Service Providers through an identified source of communication, including a description of the inquiry, but without identifying its source.
		In case of downloading of the RFP document from the website of PE, the response of all such queries will also be available on the same link available at the website.
	7.4	Should the Procuring Entity deem it necessary to amend the RFP document as a result of a clarification, it shall do so following the procedure under **ITC 8.**
	7.5	If indicated **in the PDS**, the Service Provider's designated representative is invited at the Service Provider's cost to attend a pre-proposal meeting at the place, date and time mentioned **in the PDS**. During this pre-proposal meeting, prospective Service Providers may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the RFP document.
	7.6	Minutes of the pre-Proposal meeting, if applicable, including the text of the questions asked by Service Providers, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Service Providers who have obtained the RFP documents. Any modification to the RFP documents that may become necessary as a result of the pre-Proposal meeting shall be made by the Procuring Entity exclusively through the use of an Addendum pursuant to ITC 8. Non-attendance at the pre-Proposal meeting will not be a cause for disqualification of a Service Provider.
8. Amendment of RFP documents	8.1	Before the deadline for submission of Proposals, the Procuring Entity for any reason, whether at its own initiative or in response to a clarification requested by a prospective Service Provider or pre-proposal meeting may modify the RFP documents by issuing addenda.
	8.2	Any addendum issued including the notice of any extension of the deadline shall be Part of the RFP documents pursuant to **ITC 6.1** and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the Service Providers who have obtained the RFP documents from the Procuring Entity. The Procuring Entity shall promptly publish the Addendum at the Procuring

		Entity's web Page identified in the PDS:
		Provided that the Service Provider who had either already submitted their proposal or handed over the proposal to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed proposal and submit the revised proposal prior to the original or extended proposal submission deadline.
	8.3	To give prospective Service Providers reasonable time in which to take an addendum/corrigendum into account in preparing their Proposals, the Procuring Entity may, at its discretion, extend the deadline for the submission of Proposals
C. PREPERATION OF PROPOSALS		
9. Language of Proposal	9.1	The Proposal prepared by the Service Provider, as well as all correspondence and documents relating to the Proposal exchanged by the Service Provider and the Procuring Entity shall be written in the English language unless otherwise specified in the PDS**.** Supporting documents and printed literature furnished by the Service Provider may be in another language provided they are accompanied by an accurate translation of the relevant Pages in the English language unless otherwise specified in the **PDS**, in which case, for purposes of interpretation of the Service Provider, the translation shall govern.
10. Documents Constituting the Proposal	10.1	**The Proposal prepared by the Service Provider shall constitute the following components:**
		1. Form of Proposal and Proposal Prices completed in accordance with **ITC 13 and 14;**
		2. Details of the Sample(s) where applicable and requested in the PDS.
		3. Documentary evidence established in accordance with ITC 12 that the Service Provider is eligible and/or qualified for the subject bidding process;
		4. Documentary evidence established in accordance with **ITC 12.3(a)** that the Service Provider has been authorized to provide the services in Pakistan;
		5. Documentary evidence established in accordance with ITC 11 that services to be provided by the Service Provider are eligible services, and conform to the RFP documents;
		6. Bid Security furnished in accordance with ITC 17;
		7. Duly Notarized Power of Attorney authorizing the signatory of the Service Provider to submit the proposal**;** and
		8. Any other document required in the **PDS**.
11. Documents Establishing Eligibility of the Services and Conformity to RFP documents	11.1	To establish the conformity of the Services to the RFP document, the Service Provider shall furnish as Part of its Proposal the documentary evidence that Services provided conform to the technical specifications and standards.
	11.2	Standards for the provision of the services are intended to be descriptive only and not restrictive. The Service Provider may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions

		ensure substantial equivalence or are superior to those specified the Section VII, Procuring Entity's Requirements.
	11.3	The required documents and other accompanying documents must be in English. In case any other language than English is used the Pertinent translation into English shall be attached to the original version.
12. Documents Establishing Eligibility and Qualification of the Service Provider	12.1	Pursuant to ITC 10, the Service Provider shall furnish, as Part of its Proposal, all those documents establishing the Service Provider's eligibility to Participate in the bidding process and/or its qualification to perform the contract if its Proposal is accepted.
	12.2	The documentary evidence of the Service Provider's eligibility to Proposal shall establish to the satisfaction of the Procuring Entity that the Service Provider, at the time of submission of its proposal, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	12.3	The documentary evidence of the Service Provider's qualifications to perform the contract if its Proposal is accepted shall establish to the satisfaction of Procuring Entity that: a) the Service Provider has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in **PDS**. b) in the case of a Service Provider not doing business within Pakistan, the Service Provider is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Service Provider's maintenance, repair, and spare Parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. c) that the Service Provider meets the qualification criteria listed in the Proposal Data Sheet.
13. Form of Proposal	13.1	**The Service Provider shall fill the Form of Proposal furnished in the RFP documents.** The Proposal Form must be completed without any alterations to its format and no substitute shall be accepted.
14. Proposal Prices	14.1	The Proposal Prices quoted by the Service Provider in the Form of Proposal and in the Price Schedules shall conform to the requirements specified below in ITC Clause 14 or exclusively mentioned hereafter in the RFP documents.
	14.2	All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	14.3	Items not listed in the Price Schedule shall be assumed not to be included in the Proposal, and provided that the Proposal is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Service Provider(s) shall be construed to be the price of those missing item(s): Provided that: a) where there is only one (substantially) responsive Service

		Provider, or
		b) where there is provision for alternate proposals and the respective items are not listed in the other proposals,
		the Procuring Entity may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	14.4	The Proposal price to be quoted in the Form of Proposal in accordance with **ITC 13.1** shall be the total price of the Proposal, excluding any discounts offered.
	14.5	The Service Provider shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Proposal price of the services it proposes to provide under the contract.
	14.6	Prices quoted by the Service Provider shall be fixed during the Service Provider's performance of the contract and not subject to variation on any account. A Proposal submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to **ITC 28**. The Bidder shall quote the prices in accordance with the pricing model such as Pay-as-you-go or any other model specified by the Procuring Entity.
	14.7	If so indicated in the Invitation to Proposals and Instructions to Service Providers, that Proposals are being invited for individual contracts (Lots) or for any combination of contracts (Packages), Service Providers wishing to offer any price reduction for the award of more than one contract shall specify in their Proposal the price reductions applicable to each Package, or alternatively, to individual contracts (Lots) within a Package.
15. Proposal Currencies	15.1	Prices shall be quoted in Pakistani Rupees unless otherwise specified in the PDS.
	15.2	For the purposes of comparison of proposals quoted in different currencies, the price shall be converted into a single currency specified in the RFP documents. The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids specified in the bidding documents, as notified by the state bank of Pakistan
	15.3	Service Providers shall indicate details of their expected foreign currency requirements in the Proposal.
11. Proposal Validity Period	16.1	Proposals shall remain valid for the period specified in the **PDS** after the Proposal submission deadline prescribed by the Procuring Entity. A Proposal valid for a shorter period shall be rejected by the Procuring Entity as non-responsive**.** The period of Proposal validity will be determined from the complementary proposal securing instrument i.e. the expiry period of Bid Security.
	16.2	Under exceptional circumstances, prior to the expiration of the initial Proposal validity period, the Procuring Entity may request the Service Providers' consent to an extension of the period of validity of their Proposals. The request and the Service Providers responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under **ITC 17** shall also be suitably extended.

		A Service Provider may refuse the request without forfeiting its bid security. A Service Provider agreeing to the request will not be required nor permitted to modify its Proposal, but will be required to extend the validity of its Bid Security for the period of the extension, and in compliance with **ITC 17** in all respects.
12. Bid Security	17.1	Pursuant to **ITC 10**, unless otherwise specified in the **PDS**, the Service Provider shall furnish as Part of its Proposal, a Bid Security in form of a fixed amount not exceeding five percent of the estimated value of procurement determined by the Procuring Entity and in the amount and currency specified in the **PDS**.
	17.2	The Bid Security is required to protect the Procuring Entity against the risk of Service Provider's conduct which would warrant the security's forfeiture, pursuant to **ITC 17.9.**
	17.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **PDS** and valid for twenty-eight (28) days beyond the end of the validity of the Proposal. This shall also apply if the period for Proposal Validity is extended. In either case, the form must include the complete name of the Service Provider;
		a)
	17.4	The Bid Security (if required) shall be in accordance with Rule 2(1)(c) of the procurement rules.
	17.5	The Bid Security shall be Payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in **ITC 17.9** are invoked.
	17.6	Any Proposal not accompanied by a Bid Security (if required) in accordance with **ITC 17.1 or 17.3** shall be rejected by the Procuring Entity as non-responsive, pursuant to **ITC 28**.
	17.7	Unsuccessful Service Providers' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Proposal Validity prescribed by the Procuring Entity pursuant to **ITC 16**. The Procuring Entity shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:
		(a) the expiry of the Bid Security;
		(b) the entry into force of a procurement contract and the provision of a Performance Guarantee (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Proposal documents;
		(c) the rejection by the Procuring Entity of all Proposals;
		(d) the withdrawal of the Proposal prior to the deadline for the submission of Proposals, unless the Proposal documents stipulate that no such withdrawal is permitted.

	17.8	The successful Service Provider's Bid Security will be discharged upon the Service Provider signing the contract pursuant to **ITC 41,** or furnishing the Performance Guarantee, pursuant to **ITC 42**.
	17.9	The Bid Security may be forfeited: a) if a Service Provider: i) withdraws its Proposal during the period of Proposal Validity as specified by the Procuring Entity, and referred by the Service Provider on the Form of Proposal except as provided for in **ITC 16.2**; or ii) does not accept the correction of errors pursuant to **ITC 30.3;** or b) in the case of a successful Service Provider, if the Service Provider fails: i) to sign the contract in accordance with **ITC 41**; or ii) to furnish Performance Guarantee in accordance with **ITC 42.**
	17.1	The Bid Security shall be valid for a period specified in PDS. Proposals with shorted Bid Security validity period shall be rejected straight away.
13. Alternative Proposals by Service Providers	18.1	Service Providers shall submit offers that comply with the requirements of the RFP documents, including the basic Service Provider's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the **PDS**. If so allowed, **ITC 19.2** shall prevail.
19. Withdrawal, Substitution, and Modification of Proposals	19.1	Before proposal submission deadline, any Service Provider may withdraw, substitute, or modify its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	19.2	Proposals requested to be withdrawn in accordance with ITC 19.1 shall be returned unopened to the Service Providers.
20. Format and Signing of Proposal	20.1	The Service Provider shall prepare an original and the number of copies of the Proposal as indicated in the **PDS**, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail:
	20.2	The original and the copy or copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Service Provider or a person or persons duly authorized to sign on behalf of the Service Provider. This authorization shall consist of a written confirmation as specified in the **PDS** and shall be attached to the Proposal. The name and position held by each

		person signing the authorization must be typed or printed below the signature. All Pages of the Proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the Proposal.
	20.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Service Provider.
D. SUBMISSION OF PROPOSALS		
21. Sealing and Marking of Proposals	21.1	The PE may adopt any of the procedures given in section 28 of the KPPRA Act for submission of proposal. In case the proposal is invited under single stage two envelope procedure, the proposal shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Proposal. Each Service Provider shall submit its proposal as under:
		a) Service Provider shall submit its TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
		b) ORIGINAL and each copy of the Proposal shall be separately sealed and put in separate envelopes and marked as such.
		c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.
	21.2	The inner and outer envelopes shall:
		a)be addressed to the Procuring Entity at the address provided in the Proposal Data;
		b) bear the name and identification number of the contract as defined in the PDS; and provide a warning not to open before the time and date for proposal opening, as specified in the Proposal Data pursuant to **ITC 25.1.**
		c) In addition to the identification required in Sub- Clause **21.2** hereof, the inner envelope shall indicate the name and address of the Service Provider to enable the proposal to be returned unopened in case it is declared "late" pursuant to Clause ITC.23
	21.3	If all envelopes are not sealed and marked as required by **ITC 21.2** and **ITC 21.2** or incorrectly marked, the Procuring Entity will assume no responsibility for the misplacement or premature opening of Proposal.
22. Deadline for Submission of Proposals	22.1	Proposals shall be received by the Procuring Entity no later than the date and time specified in the **PDS.**
	22.2	The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Proposals by amending the RFP documents in accordance with **ITC 8**, in which case all rights and obligations of the Procuring Entity and Service Providers previously subject to the deadline will thereafter be subject to the new deadline.
23. Late Proposals	23.1	The Procuring Entity shall not consider for evaluation any

		Proposal that arrives after the deadline for submission of Proposals, in accordance with **ITC 22**.
	23.2	Any Proposal received by the Procuring Entity after the deadline for submission of Proposals shall be declared late, recorded, rejected and returned unopened to the Service Provider.
24. Withdrawal of Proposals	24.1	A Service Provider may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Entity prior to the deadline for submission of Proposals.
	24.2	Revised proposal may be submitted after the withdrawal of the original proposal in accordance with the provisions referred in **ITC 21.** However, in no case the revised proposal be submitted after the submission deadline.
E. OPENING AND EVALUATION OF PROPOSALS		
25. Opening of Proposals	25.1	The Procuring Entity will open all Proposals, in public, in the presence of Service Providers' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the **PDS**. The Service Providers' representatives present shall sign a register as proof of their attendance.
	25.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding proposal shall not be opened, but returned to the Service Provider. No proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at proposal opening.
	25.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Service Provider unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at proposal opening.
	25.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposals. Any Modification shall be read out along with the Original Proposal except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial proposal opening date.
	25.5	Other envelopes holding the Proposals shall be opened one at a time, in case of Single Stage One Envelope Procedure, the

		Service Providers names, the Proposal prices, the total amount of each Proposal and of any alternative Proposal (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security and such other details as the Procuring Entity may consider appropriate, will be announced by the Procurement Committee.
	25.6	The Procuring Entity will open the Technical Proposals in public at the address, date and time specified in the **PDS** in the presence of Service Providers` designated representatives who choose to attend and other parties with a legitimate interest in the Proposal proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Entity until the specified time of their opening.
	25.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Service Provider; (b) whether there is a modification or substitution; (c) the presence of a bid Security, if required; and (d) Any other details as the Procuring Entity may consider appropriate.
	25.8	Proposals not opened and not read out at the Proposal opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Service Provider which is not read out at Proposal opening shall not be considered further.
	25.9	Service Providers are advised to send in a representative with the knowledge of the content of the Proposal who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Service Provider's representative shall indemnify the Procuring Entity against any claim or failure to read out the correct information contained in the Service Provider's Proposal.
	25.1	No Proposal will be rejected at the time of Proposal opening except for late Proposals which will be returned unopened to the Service Provider, pursuant to **ITC 23.**
	25.11	The Procuring Entity shall prepare minutes of the Proposal opening. The record of the Proposal opening shall include, as a minimum: the name of the Service Provider and whether or not there is a withdrawal, substitution or modification, the Proposal price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security.
	25.12	The Service Providers' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Service Provider's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Service Providers.
	25.13	A copy of the minutes of the Proposal opening shall be furnished to individual Service Providers upon request.
	25.14	After the evaluation and approval of technical proposal the Procuring Entity, shall at a time within the proposal validity

		period, publically open the financial proposals of the technically accepted proposals only. The financial proposal of proposals found technically non-responsive shall be returned un-opened to the respective Service Providers subject to redress of the grievances from all tiers of grievances.
26. Confidentiality	26.1	Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendation of contract award shall not be disclosed to Service Providers or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	26.2	Any effort by a Service Provider to influence the Procuring Entity processing of Proposals or award decisions may result in the rejection of its Proposal.
	26.3	Notwithstanding **ITC 27.2** from the time of Proposal opening to the time of contract award, if any Service Provider wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
27. Clarification of Proposals	27.1	To assist in the examination, evaluation and comparison of Proposals of the Service Providers, the Procuring Entity may, ask any Service Provider for a clarification of its Proposal including breakdown of prices. Any clarification submitted by a Service Provider that is not in response to a request by the Procuring Entity shall not be considered.
	27.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Proposal shall be sought, offered, or permitted.
	27.3	The alteration or modification in the PROPOSAL which in any way affect the following parameters will be considered as a change in the substance of a proposal:
		a) evaluation & qualification criteria;
		b) required scope of work or specifications;
		c) all securities requirements;
		d) tax requirements;
		e) terms and conditions of RFP documents.
		f) change in the ranking of the Service Provider
	27.4	From the time of Proposal opening to the time of Contract award if any Service Provider wishes to contact the Procuring Entity on any matter related to the Proposal it should do so in writing or in electronic forms that provide record of the content of communication.
28. Preliminary Examination of Proposals	28.1	Prior to the detailed evaluation of Proposals, the Procuring Entity will determine whether each Proposal:
		a) meets the eligibility criteria defined in **ITC 3** and **ITC 4**;
		b) has been prepared as per the format and contents defined by the Procuring Entity in the RFP documents;

		c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the RFP documents. The Procuring Entity's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.
	28.2	A substantially responsive Proposal is one which conforms to all the terms, conditions, and specifications of the RFP documents, without material deviation or reservation. A material deviation or reservation is one that: - a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the RFP documents, the Procuring Entity's rights or the Service Providers obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Service Providers presenting substantially responsive Proposals.
	28.3	The Procuring Entity will confirm that the documents and information specified under **ITC 10, 11** and **12** have been provided in the Proposal. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Service Providers, the Proposal shall be rejected.
	28.4	If a Proposal is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be evaluated for complete technical responsiveness.
29. Examination of Terms and Conditions; Technical Evaluation	29.1	The Procuring Entity shall examine the Proposal to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Service Provider without any material deviation or reservation.
	29.2	The Procuring Entity shall evaluate the technical aspects of the Proposal submitted in accordance with **ITC 21,** to confirm that all requirements specified in **Section V – Schedule of Requirements**, **Technical Specifications of** the RFP documents have been met without material deviation or reservation.
	29.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Proposal is not substantially responsive in accordance with **ITC 28,** it shall reject the Proposal.
30. Correction of Errors	30.1	Proposals determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as

		follows: -
		a) if there is a discrepancy between unit prices 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, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
		b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
		c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
		d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Proposal, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	30.2	The amount stated in the Proposal will, be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with the concurrence of the Service Provider, shall be considered as binding upon the Service Provider. If the Service Provider does not accept the corrected amount, its Proposal will then be rejected, and the Bid Security may be forfeited.
31. Conversion to Single Currency	31.1	To facilitate evaluation and comparison, the Procuring Entity will convert all Proposal prices expressed in the amounts in various currencies in which the Proposal prices are payable. For the purposes of comparison of proposals quoted in different currencies, the price shall be converted into a single currency specified in the RFP documents. The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids specified in the bidding documents, as notified by the state bank of Pakistan.
	31.2	The currency selected for converting Proposal prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **PDS**.
32. Evaluation of Proposals	32.1	The Procuring Entity shall evaluate and compare only the Proposals determined to be substantially responsive, pursuant to **ITC 28**.
	32.2	In evaluating the Technical Proposal of each Proposal, the Procuring Entity shall use the criteria and methodologies listed in the PDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
33. Domestic Preference	33.1	Not Applicable in case of Services.
34. Determination of Best Evaluated	34.1	In case where the Procuring Entity adopts the Cost Based Evaluation Technique and, the proposal with the lowest

Proposal		evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Best Evaluated Bid.
	34.2	The Procuring Entity may adopt the Quality & Cost Based Selection Technique or any other technique provided under the Rules and best suited to the PE with prior corresponding changes in these SRFP:
		In such cases, the Procuring Entity may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the Service Providers on the basis of combined evaluation in accordance with the provisions of the KPPRA Act and Rules.
35. Abnormally Low Financial Proposal	35.1	If the PE is of the view that the Proposal price is abnormally low, the Procuring Entity shall perform price analysis either during determination of Best Evaluated Proposal or as a part of the post-qualification process. The following process shall apply:
		(a) The Procuring Entity may reject a Proposal if the Procuring Entity has determined that the price in combination with other constituent elements of the Proposal is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Service Provider to perform that contract;
		(b) Before rejecting an abnormally low Proposal the Procuring Entity shall request the Service Provider an explanation of the Proposal or of those parts which it considers contribute to the Proposal being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Proposal or parts of the Proposal being abnormally low;
		(c) The decision of the Procuring Entity to reject a Proposal and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Service Provider concerned;
		(d) The Procuring Entity shall not incur any liability solely by rejecting abnormally Proposal; and
		(e) An abnormally low Proposal means, in the light of the Procuring Entity's estimate and of all the Proposals submitted, the Proposal appears to be abnormally low by not providing a margin for normal levels of profit.
		In order to identify the Abnormally Low Proposal (ALB)

		following approaches can be considered to minimize the scope of subjectivity:
		(i) Comparing the proposal price with the cost estimate;
		(ii) Comparing the proposal price with the proposals offered by other Service Providers submitting substantially responsive proposals; and
		(iii) Comparing the proposal price with prices paid in similar contracts in the recent past either government- or development Partner-funded.
	35.2	The Procuring Entity will determine to its satisfaction whether the Service Provider that is selected as having submitted the Best Evaluated Proposal is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITC 12.3.
	35.3	The determination will take into account the Service Provider's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Service Provider's qualifications submitted by the Service Provider, pursuant to ITC 12.3, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these RFP documents shall not be used in the evaluation of the Service Providers' qualifications.
	35.4	Procuring Entity may seek "Certificate for Independent Price Determination" from the Service Provider and the results of reference checks may be used in determining an award of contract.
		Explanation: The Certificate shall be furnished by the Service Provider. The Service Provider shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	35.5	An affirmative determination will be a prerequisite for award of the contract to the Service Provider. A negative determination will result in rejection of the Service Provider's Proposal, in which event the Procuring Entity will proceed to the next ranked Service Provider to make a similar determination of that Service Provider's capabilities to perform satisfactorily.
F. AWARD OF CONTRACT		
36. Criteria of Award	36.1	Subject to ITC 37, the Procuring Entity will award the Contract to the Service Provider whose Proposal has been determined to be substantially responsive to the RFP documents and who has been declared as Best Evaluated Service Provider, provided that such Service Provider has been determined to be:
		a) eligible in accordance with the provisions of ITC 3;
		b) is determined to be qualified to perform the Contract satisfactorily; and
		c) Successful negotiations have been concluded, if any.
37. Negotiations	37.1	Negotiations may be undertaken with the Best Evaluated

		Proposal relating to the following areas:
		a) a minor alteration to the technical details of the statement of requirements;
		b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Proposal documents;
		c) a minor amendment to the special conditions of Contract;
		d) finalizing Payment arrangements;
		e) delivery arrangements;
		f) the methodology for provision of related services; or
		g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	37.2	Where negotiation fails to result in an agreement, the Procuring Entity may invite the next ranked Service Provider for negotiations. Where negotiations are commenced with the next ranked Service Provider, the Procuring Entity shall not reopen earlier negotiations.
38. Procuring Entity's Right to reject All Proposals	38.1	Notwithstanding **ITC 36**, the Procuring Entity reserves the right to reject all the proposals and to annul the Bidding process at any time prior to Acceptance of a Proposal, without thereby incurring any liability to the affected Service Provider or Service Providers.
	38.2	Notice of the rejection of all Proposals shall be given promptly to all Service Providers that have submitted Proposals.
	38.3	The Procuring Entity shall upon request communicate to any Service Provider the grounds for its rejection of its Proposals, but is not required to justify those grounds.
39. Procuring Entity's Right to Vary Quantities at the Time of Award	39.1	The Procuring Entity reserves the right at the time of contract award to increase or decrease the requirement of related services originally specified in these RFP documents (schedule of requirements) provided this does not exceed by the percentage indicated in the PDS, without any change in unit price or other terms and conditions of the Proposal and RFP documents.
40. Notification of Award	40.1	Prior to the award of contract, the Procuring Entity shall issue a Final Evaluation Report giving justification for acceptance or rejection of the proposals.
	40.2	Where no complaints have been lodged, the Service Provider whose Proposal has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Proposal Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Entity will Pay the successful Service Provider in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	40.3	The notification of award will constitute the formation of the Contract, subject to the Service Provider furnishing the Performance Guarantee in accordance with **ITC 42** and signing of the contract in accordance with **ITC 41.2.**

	40.4	Upon the successful Service Provider's furnishing of the Performance Guarantee pursuant to **ITC 42**, the Procuring Entity will promptly notify each unsuccessful Service Provider, the name of the successful Service Provider and the Contract amount and will discharge the Bid Security of the Service Providers pursuant to **ITC 17.7.**
41. Signing of Contract	41.1	Promptly after notification of award, Procuring Entity shall send the successful Service Provider the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	41.2	Immediately after the Redressal of grievance by the GRO/GRC, and **after fulfillment of all conditions precedent** of the Contract Form, the successful Service Provider and the Procuring Entity shall sign the contract.
42. Performance Guarantee	42.1	After the receipt of the Letter of Acceptance, the successful Service Provider, within the specified time, shall deliver to the Procuring Entity a Performance Guarantee in the amount and in the form stipulated in the **PDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	42.2	If the Performance Guarantee is provided by the successful Service Provider and it shall be in the form specified in the **PDS.**
	42.3	Failure of the successful Service Provider to comply with the requirement of **ITC 42.1** 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 ranked Service Provider or call for new Proposals.
43. Advance Payment	43.1	The Procuring Entity will provide an Advance Payment as stipulated in the Conditions of Contract. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Contract Form.
44. Arbitrator	44.1	The Arbitrator shall be appointed by mutual consent of the both Parties as per the provisions specified in the SCC.
45. Corrupt & Fraudulent Practices	45.1	Procuring Entities (including beneficiaries of Government funded projects and procurement) as well as Service Providers/Service Providers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices as enshrined in Rule 44 of the procurement rules.
F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM		
46. Constitution of Grievance Redressal forum	46.1	Procuring Entity shall constitute notify the GRO or Grievance Redressal Committee (GRC) to address the grievance complaints, in accordance with Khyber Pakhtunkhwa Grievance Redressal Rules, 2017.
47. Grievance Redressal Procedure	47.1	Any bidder aggrieved from any action of the PE shall follow the two-tier grievance redressal mechanism provided under the KPPRA Act.

G. MECHANISM OF BLACKLISTING		
48. Mechanism of Blacklisting	48.1	The Procuring Entity shall follow Section 29 of the KPPRA Act for disqualification and debarment of the bidder. The PE shall follow Rule 43 and 44 of the procurement rules and/or any regulations issued by the Authority.

SECTION III: PROPOSAL DATA SHEET

GOVERNMENT OF KHYBER PAKHTUNKHWA
FOOD SAFETY & HALAL FOOD AUTHORITY

PROPOSAL DATA SHEET

PDS Clause Number	ITSB Number	Amendments of, and Supplements to, Clauses in the Instruction to Consultants / Firms / Companies
A. Introduction		
1.	**1.1**	Name of Procuring Entity: **Khyber Pakhtunkhwa Food Safety & Halal Food Authority.** The subject of procurement is: **Procurement of Laboratory Information Management System (LIMS) for Provincial Food Testing Laboratory & Center for Research (PFTLCR) of Khyber Pakhtunkhwa Food Safety & Halal Food Authority** Period for Provision of LIMS Services: Commencement date for Provision of LIMS: Immediately after award of contract
2.	**2.1**	Financial year for the operations of the Procuring Entity: *2025-2026* Name of Project: Procurement of Laboratory Information Management System (LIMS) for Provincial Food Testing Laboratory & Center for Research **(PFTLCR)** of Khyber Pakhtunkhwa Food Safety & Halal Food Authority Name and identification number of the Contract: Procurement of Laboratory Information Management System (LIMS) for Provincial Food Testing Laboratory & Center for Research **(PFTLCR)** of Khyber Pakhtunkhwa Food Safety & Halal Food Authority, No. **KPFS&HFA/RFP/LIMS/2025-2026/1**
B. RFP document		
3.	**6.2**	The number of documents to be completed and returned is [*insert number of copies required]*
4.	**7.1**	The address for clarification of RFP documents is: Through online EPAD System of KPPRA. Or The Director Technical Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Khyber Road, Police Lines, Peshawar.
	7.5	Pre-proposal meeting will be held on **12th January 2026** at the **Conference room of Khyber Pakhtunkhwa Food Safety & Halal Food Authority**
C. Preparation of Proposals		
5.	**9.1**	The Language of all correspondences and documents related to the Proposal shall be **English**
6.	**14.6**	The price shall be [*Insert pricing model]*.
7.	**15.1 (a)**	Currency of the Proposal shall be **Pakistani Rupees**
8.	**16.1**	The Proposal Validity period shall be **Ninety (90)** days

GOVERNMENT OF KHYBER PAKHTUNKHWA
FOOD SAFETY & HALAL FOOD AUTHORITY

PDS Clause Number	ITSB Number	Amendments of, and Supplements to, Clauses in the Instruction to Consultants / Firms / Companies
9.	**17.1**	The amount of Bid Security shall be **(2%)** of the total proposal cost for supply of LIMS and Post-Go-Live Support.
10.	**17.3**	The Bid Security shall be in the form in form of CDR or Bank Guarantee.
11.	**17.10**	The Bid Security shall be valid for *(90 Days)* beyond the expiry of the Proposal validity period.
12.	**18.1**	Alternative Proposals to the requirements of the RFP documents will not be permitted.
13.	**20.1**	The number of copies of the Proposal to be completed and returned shall be N/A.
D. Submission of Proposals		
14.	**21.2 (a)**	The proposal shall be submitted to the following address: EPADS System. www.kp.eprocure.gov.pk **Original in Hard form to be submitted at Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Khyber Road, Peshawar.**
15.	**21.2 (b)**	Title of the subject Procurement : [*Insert title*]
16.	**22.1**	The deadline for Proposal submission is a) Day*: Monday* b) Date*: 26th January 2026* c) Time*: 03:00 PM*
E. Opening and Evaluation of Proposals		
17.	**25.1**	The Technical Part of the Proposal opening shall take place at: **Conference Room of Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Khyber Road, Peshawar.** Day: *Monday* Date*: 26th January 2026* Time*: 04:00 PM*
18.	**34**	Quality and Cost Based Selection **(QCBS)**
F. Award of Contract		
19.	**42.1**	The Performance guarantee shall be: Ten (10%) of the total Contract Price
20.	**42.2**	The Performance Guarantee shall be acceptable in the form of CDR or Bank Guarantee
21.	**43.1**	The Advance Payment shall be *not allowed.*
22.	**44.1**	Arbitrator shall be appointed by mutual consent of the both Parties.
G. Grievance Redressal forums		
23.	**48.1**	The address of the Procuring Entity: **Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Khyber Road, Peshawar.**

PDS Clause Number	ITSB Number	Amendments of, and Supplements to, Clauses in the Instruction to Consultants / Firms / Companies
		a) The Internal Auditor, Khyber Pakhtunkhwa Food Safety & Halal Food Authority. *b) The M&E Officer, Khyber Pakhtunkhwa Food Safety & Halal Food Authority.*
24.		KP-PPRA for filing of appeal

Section IV. ELIGIBLE COUNTRIES

All the Consultant, Firm, Company's are allowed to Participate in the subject procurement without

regard to nationality, except Consultant, Firm, Company's of some nationality, prohibited in accordance with policy of the Federal Government or any other provincial government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Section V. TECHNICAL SPECIFICATIONS, SCHEDULED OF REQUIREMENTS, EVALUATIONS AND QUALIFICATION CRITERIA

Evaluation Criteria

1. A proposal determined as **not substantially responsive** shall be rejected.

2. Technical Evaluation of Proposal carries 70% of total Proposal Evaluation Score. Technical proposals will be scored for total (100) points.
3. A minimum **Technical Score of seventy percent (70%)** is mandatory to qualify for financial evaluation. Financial proposals of only those bidders who meet the technical threshold shall be opened.
4. Financial Evaluation of Proposals carries 30% of total proposal evaluation score.
5. Consultants / Firms / Companies must fulfill **all Eligibility / Minimum Qualification Criteria** in addition to substantive compliance with technical requirements.
6. The contract shall be awarded to the **Best Evaluated Proposal** having the **highest Total Score** under the **Quality and Cost Based Selection (QCBS)** method, subject to successful negotiations and fulfillment of all contractual requirements.

SCORING FORMULA

- **Weighted Technical Score** = Technical Score × 0.70
- **Financial Score** = (Lowest Evaluated Proposal Price / Bidder's Evaluated Proposal Price) × 30
- **Total Score** = Weighted Technical Score + Financial Score

FINANCIAL EVALUATION CRITERIA – LIFE CYCLE COSTING

Introduction

In accordance with the principle of **Value for Money** under the KPPRA Rules, 2014, the financial evaluation shall be based on the **Total Life Cycle Cost (LCC)** of the Laboratory Information Management System (LIMS).

Life Cycle Cost represents the **total cost of ownership** incurred by the Procuring Entity from acquisition through operation, maintenance, and end-of-life transition, rather than the lowest initial price.

LIFE CYCLE PERIOD

The Life Cycle Cost shall be calculated for a period of **three (03) years** after the warranty period.

LIFE CYCLE COST COMPONENTS

A. One-Time Capital / Acquisition Cost (C_0) *(Single consolidated category)*

This cost shall be quoted in **Price Schedule-I** and shall include **all one-time costs**, including but not limited to:

- Complete LIMS software solution including AI-based modules
- System configuration, customization, and integration
- Project management and implementation services
- Data migration from existing systems
- Initial training for users, administrators, and regulators
- Initial infrastructure or hardware, if proposed
- Any other one-time charges required for Go-Live

B. Recurring Operational Costs (R_x) *(Annual – Quoted for Years 1 to 3 in Price Schedule-2)*

1. **Software Maintenance & Support**
   Annual maintenance, bug fixes, upgrades, helpdesk, and SLA-based support.
2. **Hosting & Infrastructure Services**
   Cloud hosting, storage, bandwidth, backup, and disaster recovery services.
3. **AI Operations & Optimization**
   AI model retraining, optimization, performance tuning, and analytics updates.
4. **Cybersecurity & Compliance Services**
   Security monitoring, vulnerability assessments, audits, and compliance assurance.
5. **Training & Capacity Building**
   Refresher training, onboarding of new staff, updated documentation, and SOPs.

EVALUATED PROPOSAL PRICE (EPP)

The Evaluated Proposal Price shall be calculated as the **Net Present Value (NPV)** of the total Life Cycle Cost:

$$EPP = C_0 + \sum_{x=1}^{5} \frac{R_x}{(1+d)^x}$$

Where:

- **EPP** = Evaluated Proposal Price
- **C_0** = One-Time Capital Cost
- **R_x** = Recurring Cost for Year x
- **d** = Discount Rate (10% per annum)
- **x** = Year number (1 to 5)

DETERMINATION OF FINANCIAL SCORE

Financial S core=(Lowest EPP)/(EPP of

The bidder with the **lowest EPP** shall receive the **maximum financial score of 30**, while other bidders shall receive proportionately lower scores.

ELIGIBILITY CRITERIA (MANDATORY – PASS / FAIL)

All Consultants/ Firms/ Companies must meet the following criteria to qualify for Evaluation of bids, any Consultant/ Firm/ Company not meeting any of the following requirements will be disqualified and

will not be part of the Technical and Financial Evaluation. A compliance sheet in this regard must be attached with the proposal indicating the Page number where the requirement is being attached

Sno	Minimum Qualifications Criteria	Documentary proof to be submitted
1)	**Legal Status:** Must be a legally registered entity in Pakistan (Company / Partnership / Sole Proprietor). Shall be registered with FBR and KPRA and shall be an active taxpayer.	• Certificate of Incorporation • Copies of STRN and NTN Certificates
Project Experience		
2)	Shall have verifiable experience in design, development, and deployment of LIMS or equivalent Digital solutions, including at least Four (04) National or International level implementations to at least Four (04) clients	Work Orders and Signed Copies of Contracts are required to be furnished.
Office Location		
3)	Shall have an operational office and support team within Pakistan.	To be established from SECP Documents / Registration Documents.
Non-Blacklisting Declaration		
4)	The Consultant/ Firm/ Company has not been blacklisted by any Procuring Entity in Pakistan as well as by any international organization or foreign country.	Affidavit on Judicial Stamp Paper
Compliance and Certifications		
5)	The Consultant/ Firm/ Company must guarantee the following: • The proposed solution must be ISO/IEC 17025:2017–aligned and compliant with 21 CFR Part 11 (electronic records and signatures). • Must ensure adherence to local cybersecurity laws and international data protection standards (e.g., GDPR).	Relevant Certificates / Affidavit on judicial stamp paper
6)	The Consultant/ Firm / Company must submit compliance sheet using Technical Compliance Matrix provided below for the provided technical specification of required services/infrastructure. In case of a deviation or non-submission of compliance sheet the proposal is liable to be summarily rejected.	Technical Compliance Matrix duly filled for the required services/ infrastructure
Use of Already procured operating system & other licenses		
7)	The Consultant/ Firm / Company must be able to make provision for installation/use of all the software i.e. Platform/OS, database, applications, antivirus etc. already procured by the Authority on perpetual and/or	Affidavit on judicial stamp paper

Sno	Minimum Qualifications Criteria	Documentary proof to be submitted
	subscription basis without any additional cost or imposing any conditions or restrictions on using these already procured licenses.	
Uptime		
8)	The Consultant/ Firm / Company must provide a minimum guaranteed [insert uptime requirement]	Affidavit on judicial stamp paper
Support Services		
9)	24/7 Support escalation matrix must be provided with detailed support mechanism.	Documentary proof of 24/7 support using phone, email & web-interface with ticketing system & Affidavit on judicial stamp paper
Manufacturer's Authorization		
10)	For all powered (active) hardware and/or software components of the Information System which the Proposer does not itself produce, by submission of documentary evidence in its Proposal, the Proposer must establish to the Purchaser's satisfaction that it is not prohibited to supply those components in the Purchaser's country under the Contract(s) that may result from this procurement. i In the case of powered (active) hardware and other powered equipment, this must be documented by including Manufacturer's Authorizations in the Proposal (based on the sample found in the Sample Proposal Forms in Section IV.) ii In the case of proprietary commercial software (i.e., excluding open source or "freeware" software) that the Proposer does not manufacture itself and for which the Proposer has or will establish an Original Equipment Manufacturer (OEM) relationship with the manufacture, the Proposer must provide Manufacture's Authorizations; iii In the case of proprietary commercial software (i.e., excluding open source or "freeware" software) that the Proposer does not manufacture itself and for which the Proposer does not or will not establish an OEM relationship with the manufacturer, the Proposer must document to the Purchaser's satisfaction that the Proposer is not excluded from sourcing these items from the manufacturer's distribution channels and proposing offering these items for supply in the Borrower's Country.	

Sno	Minimum Qualifications Criteria	Documentary proof to be submitted
	iv In the case of open-source software, the Proposer must identify the software item as open source and provide copies of the relevant open-source license(s).	

Technical Criteria

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No.	Evaluation Area	Max Marks
1	Functional & Technical Compliance	30
2	Relevant Experience of the Firm	15
3	Implementation Methodology & Work Plan	20
4	Team Composition & Qualification	15
5	System Demonstration & Understanding	10
6	Support, Maintenance & Knowledge Transfer	10
Total		**100**

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Detailed Evaluation Criteria with Scoring Rules and Evidence to be submitted by the Consultant/ Firm/ Company

1. Functional & Technical Compliance (30 Marks)				
Sno	**Sub-Criterion**	**Evaluation Focus**	**Max Marks**	**Scoring Basis (Objective)**
1.1	Core LIMS Functional Modules	Sample lifecycle, test assignment, workflows, QA/QC, reporting, e-signatures	6	6 = All modules demonstrated 4 = ≥75% modules 2 = ≤50% modules 0 = Not demonstrated
1.2	Instrument Integration & Automation	Auto data capture from HPLC, GC-MS, FTIR, ICP, etc.	5	5 = Live integration shown 3 = Past implementation evidence 1 = Conceptual only
1.3	QA/QC, ELN, LES, CAPA	ISO-aligned quality workflows	3	3 = Fully aligned with ISO 17025 1 = Partial alignment
1.4	AI & Analytics Dashboards	Predictive trends, anomaly detection	3	3 = AI dashboards demonstrated 1 = Static dashboards
1.5	Security & Audit Trails	ISO 27001, role-based access, audit logs	3	3 = Documented + demonstrated 1 = Documented only
1.6	Integration Readiness	ERP, HR, MIS, payment gateways	3	3 = APIs demonstrated 1 = APIs documented
1.7	Cloud Architecture & Scalability	Multi-lab, multi-tenant design	3	3 = Proven cloud architecture 1 = Conceptual
1.8	AI-Driven Configurability	Config changes without code modification	4	4 = Configurable via UI 2 = Partial

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1. Functional & Technical Compliance (30 Marks)				
Sno	**Sub-Criterion**	**Evaluation Focus**	**Max Marks**	**Scoring Basis (Objective)**
				0 = Hard-coded
Total			**30**	

2. Relevant Experience of the Firm (15 Marks)				
Sno	**Sub-Criterion**	**Scoring Rule**	**Max Marks**	**Evidence Required**
2.1	Similar Projects	8 = ≥4 projects (≥2 Govt/Regulatory) 5 = 2–3 projects 2 = 1 project	8	Work orders, contracts
2.2	Regulatory & ISO Experience	4 = ISO 17025 / PNAC / FDA systems 2 = Partial relevance	4	Client certificates, audit reports
2.3	Client References	3 = ≥2 verifiable references 1 = One reference	3	Completion certificates
Total			**15**	

3. Implementation Methodology & Work Plan (20 Marks)				
Sno	**Sub-Criterion**	**Scoring Basis**	**Max Marks**	**Evidence Required**
3.1	Requirement Analysis & SRS	5 = ISO-aligned SRS methodology 3 = Generic SRS	5	Sample SRS, methodology
3.2	Project Phasing & Timeline	5 = Realistic milestones	5	Gantt chart & Work Breakdown Structure

3. Implementation Methodology & Work Plan (20 Marks)				
Sno	**Sub-Criterion**	**Scoring Basis**	**Max Marks**	**Evidence Required**
		3 = Broad timeline		
3.3	Data Migration Strategy	4 = Detailed + tested approach	4	Migration plan
		2 = Conceptual		
3.4	Risk Management	3 = Risk register with mitigation	3	Risk matrix
3.5	Sustainability & Handover	3 = post-go-live continuity plan	3	Sustainability plan
Total			**20**	

4. Team Composition & Qualification (15 Marks)				
Sno	**Role**	**Objective Scoring Rule**	**Max Marks**	**Evidence**
4.1	Project Manager	PMP/PRINCE2 certified	3	Certificates
4.2	Business Analyst	≥5 yrs LIMS/Food Safety	1	CV
4.3	ISO/Food Safety Expert	Food Science + lab experience	1	CV
4.4	Full-Stack Developers (2)	≥5 yrs relevant tech	3	CVs
4.5	Mobile App Developer	≥3 yrs React Native	2	CV
4.6	DBA	≥5 yrs DB optimization	1	CV
4.7	DevOps Engineer	CI/CD + cloud	1	CV
4.8	AI/ML Specialist	Predictive analytics	1	CV
4.9	QA/Cybersecurity	ISO 27001 / pen testing	2	CV
Total			**15**	

5. System Demonstration & Understanding (10 Marks)				
Sno	**Sub-Criterion**	**Scoring Rule**	**Max Marks**	**Evidence**
5.1	Understanding of Authority Needs	Clear mapping to KP-FS&HFA mandate	4	Presentation
5.2	System Demonstration Quality	Live, relevant, use-case driven	6	Demo recording
Total			**10**	

6. Support, Maintenance & Knowledge Transfer (10 Marks)				
Sno	**Sub-Criterion**	**Scoring Rule**	**Max Marks**	**Evidence**
6.1	Post-Go-Live Support & SLA	≥3 years SLA with response times	5	SLA document
6.3	Training & Documentation	Manuals, SOPs, ToT sessions	5	Training plan
Total			**10**	

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Bidding Forms
Technical Compliance Matrix

All Consultants/ Firms / Companies will be required to fill the following Technical Compliance Matrix and submit it with their technical proposal.

Requirement Ref.	Requirement Description (as per KP-FS&HFA Proposal)	Compliance Status (Yes / No)	Detailed Response and Remarks
GAC-01	System Architecture - Backend Framework: Frappe Framework (Python-based, enterprise-grade)		
GAC-02	System Architecture - Frontend: React / Frappe UI + HTML5 / Bootstrap		
GAC-03	System Architecture - Database: MariaDB / PostgreSQL		
GAC-04	System Architecture - Hosting: Cloud (AWS/Azure) or On-premise hybrid deployment		
GAC-05	Compliance - ISO/IEC 17025:2017: The proposed solution must be ISO/IEC 17025:2017–aligned.		
GAC-06	Compliance - 21 CFR Part 11: The proposed solution must be compliant with 21 CFR Part 11 (electronic records and signatures).		
GAC-07	Compliance - Local PTA Cybersecurity Laws: The bidder must ensure adherence to local cybersecurity laws.		
LIMS-01	Sample Management: Sample log-in		
LIMS-02	Sample Management: Sample identification		
LIMS-03	Sample Management: Barcode labelling		
LIMS-04	Sample Management: Sample distribution		
LIMS-05	Sample Management: Sample tracking		
LIMS-06	Sample Management: Status monitoring		

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Requirement Ref.	Requirement Description (as per KP-FS&HFA Proposal)	Compliance Status (Yes / No)	Detailed Response and Remarks
LIMS-07	Chain of Custody Tracking: Full traceability of each sample, analyst, test method, and reagent use.		
LIMS-08	Instrument Management & Integration		
LIMS-09	Workflow and Test Management: Workflow automation, assigning work, and management of test parameters, results, and calculations.		
LIMS-10	User Management: Different permission levels: admin, lead, staff, user. Permissions/roles are granted per lab.		
LIMS-11	Audit Trails, Electronic Signatures, and Digital Archiving: Adherence to 21 CFR Part 11.		
LIMS-12	Inventory Control: Inventory control for reagents, consumables, and reference materials, including tracking and alerts.		
LIMS-13	Quality Management (QA/QC): Management of QA/QC samples, CAPA, SPC/SQC/DQC/AQC charts, and compliance with ISO 17025.		
LIMS-14	Reporting and Analytics: In-built report designer, KPI analytics, and dashboards for TAT, workloads, etc.		
LIMS-15	ELN/LES: Electronic Laboratory Notebooks (ELN) and Laboratory Execution System (LES) modules for scientific record keeping.		
LIMS-16	SSO (Single Sign-On): Ability to do SSO with systems.		
LIMS-17	API Interoperability: Ability to interface using APIs ADD IN / Ability to custom create new APIs based on requirements.		
LIMS-18	Billing and Invoicing Management: Charge by larger of reservation time vs actual use time / Batch generate invoices & email.		

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Requirement Ref.	Requirement Description (as per KP-FS&HFA Proposal)	Compliance Status (Yes / No)	Detailed Response and Remarks
LIMS-19	Access Control: Only qualified users can enable interlocked equipment / Staff can enable tool on behalf of any user.		
LIMS-20	Access Control: Prevent user qualification if equipment-specific pre-requisite is not met.		
LIMS-21	Reporting: In-built label designer.		
LIMS-22	Notifications: Equipment events email notification e.g. shutdowns.		
PRS-01	Online Portal: 24/7 access for Food Business Operators with OTP-based login.		
PRS-02	Digital Workflow: Full online submission, review, and approval.		
PRS-03	Document Management: Upload of ingredients, specifications, labels, and test results.		
PRS-04	Tiered Review: Multi-level review by AD (Registration), Director Technical, and Competent Authority.		
PRS-05	LIMS Integration: Analytical verification through PFTLCR lab data.		
PRS-06	AI-Powered Risk Scoring: Identifies high-risk or priority applications.		
PRS-07	Online Fee Management: Auto-challan, online fee payment and bank integration.		
PRS-08	Secure Role-Based Access: Data protection through encryption and audit trails.		
PRS-09	Centralized repository of all registered products for traceability.		
PRS-10	Public Verification Portal: Consumer-accessible database of approved products.		

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Requirement Ref.	Requirement Description (as per KP-FS&HFA Proposal)	Compliance Status (Yes / No)	Detailed Response and Remarks
PLS-01	Online Submission: FBO logs into Labeling Portal using registered CNIC and OTP verification; uploads label, ingredients, and nutritional details; system generates challan for payment.		
PLS-02	Review and Evaluation: AI auto-screens label for non-compliance (e.g., claims, allergens, font).		
PLS-03	Review and Evaluation: AD (Labeling) and Director Technical review system alerts.		
PLS-04	Review and Evaluation: Automated deficiency notice issued for corrections.		
PLS-05	Approval and Archiving: Final approval by Competent Authority with digital certificate and QR verification. Archival of all records in central database for audit and inspection.		
AI-01	AI-powered dashboards with predictive performance analytics.		
AI-02	Conversational AI assistant for internal staff and Food Business Operators (FBOs).		
AI-03	AI-based analytics for policy, inspection, and enforcement decisions.		
AI-04	Predictive Risk Scoring: Identifies high-risk food samples for priority testing based on historical patterns.		
AI-05	Real-Time Dashboards: Interactive views for lab managers, analysts, and KPFS&HFA leadership (GPA, DT &DG) on workload, TAT, and compliance.		
VEN-01	Vendor Experience: Project implementation team must have at least 10 years of experience in LIMS implementation.		
VEN-02	Vendor Experience: Bidder must provide references in Pakistan or		

Requirement Ref.	Requirement Description (as per KP-FS&HFA Proposal)	Compliance Status (Yes / No)	Detailed Response and Remarks
	International in similar industry.		
VEN-03	Local Presence: The bidder must have a local operational office and support team in Pakistan.		
VEN-04	Comprehensive Support Plan: Helpdesk with ticketing system, dedicated go-live team, weekly status calls, and flexible training.		
VEN-05	Support Response Time: Provide integrated support for response within 4 hours for all types of requests.		

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Bidding Forms

Proposal Submission Sheet

Date:
Contract No.:

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the RFP document, including Addenda No: _____

(b) We offer to provide Procurement of Laboratory Information Management System in conformity with the RFP document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Services: _____ _____

(c) Our Proposal shall be valid for a period of_____days from the date fixed for the proposal submission deadline in accordance with the RFP document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Proposal is accepted, we commit to obtain a Performance Guarantee in the amount of_____ Percent of the Contract Price for the due performance of the Contract;

(e) We are not Participating, as Consultant, Firm, Company's, in more than one Proposal in this bidding process, other than alternative offers in accordance with the RFP document;

(f) Our firm, its affiliates or subsidiaries, including any subcontractors or Consultant, Firm, Company's for any Part of the Contract, has not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan

Name: _____

In the capacity of _____

Signed _____

Duly authorized to sign the Proposal for and on behalf of _____

Date _____

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Form of Bid/Bid Security

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: ***[insert Name and Address of Purchaser]***

Date: ***[insert date]***

Bid GUARANTEE No.: ***[insert number]***

We have been informed that ***[insert name of the Consultant, Firm, Company]*** (hereinafter called "the Consultant, Firm, Company") has submitted to you its proposal dated ***[insert date]*** (hereinafter called "the Proposal") for the execution of ***[insert name of contract]***.
Furthermore, we understand that, according to your conditions, proposals must be supported by a Bid Guarantee.
At the request of the Consultant, Firm, Company, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures][insert amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant / Firm / Company Provider is in breach of its obligation(s) under the proposal conditions, because the Service Provider:

a) has withdrawn its Proposal during the period of Bid validity specified by the Service Provider in the Form of Proposal; or
b) having been notified of the acceptance of its Proposal by the *Purchaser* during the period of proposal validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Guarantee, in accordance with the ITC.

This guarantee will expire: (a) if the Service Provider is the successful Service Provider, upon our receipt of copies of the contract signed by the Service Provider and the Performance Guarantee issued to you upon the instruction of the Service Provider; and (b) if the Service Provider is not the successful Service Provider, upon the earlier of
(i) our receipt of a copy your notification to the Service Provider of the name of the successful Service Provider; or (ii) twenty-eight days after the expiration of the Service Provider's proposal.
Consequently, any demand for Payment under this guarantee must be received by us at the office on or before that date.

Name: _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____

Date: _____

JV Members Information Form

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

Date: *[insert date (as day, month and year) of Bid submission*]

RFB No.: *[insert number of Bidding process]*

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

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

Delivery Schedule

Phase	Duration	Activities
Phase 1 Kick Off Meeting and Sign Off	Week 1	Within 5 days from the issuance of Order
Phase 1: Design & Planning	Weeks 2–4	Requirement gathering, prototype, stakeholder validation
Phase 2: Development & Integration	Weeks 5–7	Coding, instrument interfacing, AI configuration
Phase 3: Deployment & UAT	Weeks 8–10	Pilot testing, staff training, QA validation
Phase 4: Go-Live & Support	Week 11+	Full deployment, post-implementation support

Price Schedule

Sno	Description	Cost
a	One-Time Capital / Acquisition Cost	
b	Recurring Operational Cost *(per annum) upto Three (03) years*	
i		
ii		
iii		

COMPANY / ORGANIZATION EXPERIENCE

A brief description using the format below, of each assignment for which your firm, and each associate for this assignment, was legally contracted for carrying out consulting services similar to the ones requested under this Assignment

Provide here a brief description of the background and organization of your company Include organizational chart, a list of Board of Directors:

[Please provide Client's certification and/or evidence of the contract agreement.] Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of staff (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	1. Total value of the agreement 2. Value of required services provided by your firm under the agreement (in current PKR):
Name of associated Consultants, if any:	
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project *(You may attach one extra sheet-one side only)*:	
Description of actual services provided by your staff within the assignment:	
1. Firms Name: …… 2. Completion Certificate/ Contract/ Work-Order/ Certificate by the Client / Employer that proves the performance of the above service.	

Section VI. FORMS/ PROPOSAL

TECHNICAL SPECIFICATIONS, SCHEDULED OF REQUIREMENTS

SCOPE OF WORK

Background and Rationale

The **Khyber Pakhtunkhwa Food Safety & Halal Food Authority (KP-FS&HFA),** through its flagship **Provincial Food Testing Laboratory & Centre for Research (PFTLCR)** in Hayatabad, Peshawar, aims to implement an integrated **AI-enabled, ISO-compliant regulatory ecosystem**. The proposed **AI-Based Laboratory Information Management System (LIMS)**, with integration capability with all other Systems, will ensure end-to-end traceability, compliance, and efficiency in analytical and regulatory workflows. The initiative is aligned with **ISO/IEC 17025:2017**, **21 CFR Part 11**, **WHO Codex**, and **PNAC** standards to elevate data integrity, regulatory governance, and digital transformation within KP-FS&HFA.

1. Objectives

- Establish an enterprise-grade, AI-enabled LIMS for complete automation of laboratory workflows.
- Automate sample reception, testing, reporting, and approval processes.
- Enable real-time tracking of products and laboratory operations.
- Introduce AI-powered analytics for trend detection and predictive insights.
- Digitize and streamline label submission, review, and approval processes.

- Build a centralized product registration database for licensed food items.
- Integrate product registration and label approval modules under a unified digital platform.
- Ensure full compliance with ISO/IEC 17025:2017, data traceability, and audit readiness.
- Strengthen PNAC accreditation and enhance decision-making with AI analytics.
- Implement a secure, scalable, and interoperable system for all KP-FS&HFA laboratories and offices.

2. System Architecture and Technical Stack

Component	Specification
Backend Framework	**Frappe Framework** (Python-based, enterprise-grade)
Frontend	**React / Frappe UI + HTML5 / Bootstrap**
Database	**MariaDB / PostgreSQL**
Hosting	**Cloud (AWS/Azure)** or On-premise hybrid deployment
Component	**Specification**
API Integrations	**RESTful & GraphQL APIs for ERP, FRAIMS, Licensing, and Inspection Apps**
Authentication	Role-Based Access Control (RBAC) with Two-Factor Authentication (2FA) *Two Factor Authentication shall be defined i.e password, mobile verification, passkey or email based*
Security	SSL/TLS encryption, blockchain-ready data integrity, audit logs
Integration	80 + instruments (HPLC, GC-MS, ICP-OES, FTIR, ELISA, etc.)
Compliance	ISO 17025, WHO Codex, PNAC, **21 CFR Part 11**, PTA Cybersecurity compliance

3. Key Features of the LIMS for PFTLCR

3.1 Core Functional Areas

- Sample Lifecycle Management: Digital traceability from receipt to disposal, with barcoding.
- Instrument Integration: Real-time interfacing with laboratory instruments (HPLC, GC-MS, ICP-OES, ELISA, FTIR, etc.).
- QA/QC and Method Management: Calibration, uncertainty management, and ISO audit trails, Proficiency Testing, Equipment repair trail.
- Inventory and Consumables: Inventory Monitoring, Predictive inventory restocking, expiry alerts, and procurement linkage.
- Laboratory Execution System (LES): Real-time sample routing and task assignment.
- Corrective and Preventive Action (CAPA): Automated root-cause analysis and closure tracking.
- Work Assignment & Planning (WAP): AI-optimized task allocation to analysts.

Service Requests

- Customizable form for service requests
- Staff can select multiple items/services and **generate quotations**
- **PI** approval capability
- User communication capability

- Ability to assign different lab staff for each step
- Estimated completion date field
- User can **monitor request status**
- Customizable milestones
- Timestamps for each milestone
- Sample barcode generation
- LIMS sample tracking with barcode scanning at each step
- **Report attachment:** Automated report generation
- Request search function
- **Requestor feedback/ service rating**

Staff can modify requests e.g. completion dates, line items with real time monitoring and audit trail.

Equipment Scheduling

- **Schedule equipment, Reservations calendar view is in day, week, month**
- Only qualified users can reserve equipment for independent use
- Staff can reserve tool on behalf of any user
- Show equipment list in a collapsible hierarchy – e.g. Lab - Area - Room - Equipment
- Equipment keyword search function
- **User can make/delete/modify own reservations**
- User can see upcoming reservations summary
- User can make multi-day reservations (date range)
- User can make recurring reservations
- Admin can create/edit reservation restrictions e.g. max 10hrs per user per week on a specific instrument
- **Admin can define minimum reservation time blocks e.g. 5mins, 30mins, 1 day**
- **Admin** can define available reservation start and end times per tool/lab
- The system will automatically cancel the reservation for no-shows (interlock not enabled)
- Admin can set a grace period for automatic reservation cancellations e.g. if interlock is not enabled within 15 mins of reservation start time it is considered a no-show
- Penalties if the reservation is canceled less than the specified time
- Admin can define peak times (for different rates)
- Real-time check status of project number validity when enabling

Instruments Management

- Allow instrument spare parts management
- Allow instrument calibration tracking and management
- Provide instrument integration
- Allow capturing the uptime and downtime of an instrument
- Maintain calendars for individual instruments to assess bookings and availability
- Visual interface with images of multiple instruments from all facilities or individual cores in day, week, month, and timeline view.
- Equipment booking rules configurable for each instrument, user role and core.
- Flexibility to configure all instrument access and use privileges specific to each instrument and

core.

- Personalized favorite instruments across multiple cores for each user.
- Ability to track and report on complex technical issues based on category.
- Equipment service contract management with multiple vendors
- Waitlist option for capital instruments.
- Context sensitive search on Instrument tags or description across the entire Institution for promoting better accessibility and visibility.
- Admins can perform all the booking and scheduling options on behalf of the user
- Admins have the ability to create different staff members as in-charge for each instrument **Access Control**
- Only qualified users can enable interlocked equipment
- Staff can qualify/disqualify users on equipment (preferably in bulk)
- Staff can enable tool on behalf of any user
- Prevent user qualification if equipment-specific pre-requisite is not met e.g. training for TEM
- Prevent user qualification for all equipment in a specific lab/area/core if pre-requisite is not met e.g. safety training for radiation lab
- Equipment qualification expiry after x days from last use
- Equipment status icon (e.g. enabled, device problem, device shutdown)
- Tool configuration information e.g. sputter targets
- Capture equipment usage type - independent, full service, maintenance, projects, etc.
- User/staff can report equipment issues
- Trigger equipment repair work order in external CMMS software through an API
- Capture all connected utilities to each tool (chilled water, vacuum, etc.). If a particular utility status is set to shut down, shut down all connected tools as well
- Admin can add/delete/modify equipment list
- Admin can move equipment to a different location in the hierarchy
- Admin/staff can adjust usage history
- Admin can freeze the usage history (prevent further adjustments after sending out invoices)
- Adjustments are reflected immediately in reports
- Admin can batch upload equipment list and metadata
- Link to external equipment database for asset information - description, pictures, etc.
- Add equipment related documents (e.g., operation manuals, training videos).
- Ability to batch upload equipment usage based on exported tool logs e.g. NMR with autoloaders
- A field for item key identifier to match to other databases
- Admin can add custom fields to the equipment info page

Reporting

- Key Performance Indicator (KPI) reports may be produced based on sample status change dates e.g. sample turnaround time, late samples, lab efficiency
- The system must provide email integration by making is possible to send reports, notifications, and alert to clients through email.
- The system should have in-built report designer
- The system should have in-built label designer
- Complete suite of data analytics including but not limited to equipment usage, request duration,

scientist hours, etc. Incorporate automatic date and time stamping of additions, changes, etc. for any report modification
- Provide built-in flexible reporting tool for configuring the layout and content of all printable reports
- Ability to create customized reports based admins
- Provide over 10 different types of reports.
- Ability to slice and dice complex reports based on instruments, Users, Staff and all user roles.
- Ability to run reports that span multiple cores and multiple departments
- Ability to run reports month over month or year over year to predict trends on utilization of cores and instruments
- Ability to trace predictable utilization times for day of the week and seasonal variations.
- Ability to run reports based on a specific category of instruments
- Ability to run reports on Supplies and Inventory of stocks and reagents on all cores.
- Ability to manage and run reports on all assets based on multiple levels of classifications.
- Ability to report on type of technical issues, down times, uptimes, and more on all equipment
- Flexibility to run reports in terms of utilization based on departments, labs, users, instruments and cores.
- Flexibility to run reports based on each project id used by users and PI across all the cores/facilities.

Inventory Management
- Admin can add items
- Admin can delete items
- Admin can modify item information
- Units field available
- Capable of fractional quantities
- Admin/staff can adjust inventory checkouts - date, quantity, user
- Batch upload stock list
- Low stock level notifications
- Product details
- Expiry date field for sequencing kits
- Track used and in-use items via barcodes
- Track inventory reduction based on usage and shipping out of the lab
- Create alerts for when items reach a certain stock level
- Track location and usage of laboratory equipment
- Generate labels that identify the substances of inventory
- User can request for new stock items including Approval Workflow for such requests
- User should be able to checkout supplies and inventory of items using mobile app and browser
- User should be able to scan bar code on supplies for quick checkout and management
- Admins should be able to manage supplies and reagents workflow along with approval logics

User Management
- Different permission levels: admin, lead, staff, user
- Permissions/roles are granted per lab

- Ability to clone user roles/qualifications to another user
- Check for safety qualifications
- Users can register for new accounts
- Batch upload of users and details e.g. users & IDs
- Bulk approval of user accounts
- Ability to modify user information
- Hide unapproved user registrations
- The system can have different approval workflows for different labs (some labs don't need project numbers or PI approval)
- Capture user information: name, email, department, center, ID, PI
- Allows administrators and other authorized users to configure multiple levels of user rights and security such as location, department, group, role, and/or specific function. By enabling a user to see and use only the functions that his role demands • Ability to create, delete and reset new cores or facilities
- Ability to modify and configure any core or facility.
- Ability to create new users, labs, instruments, services, admins in a few clicks
- Ability to create new customized user roles
- Ability to create customized workflows to manage service requests
- Flexibility to create independent cores with its own operational process and procedures without any compliance to other cores
- Ability to assign multiple layers of admin staff to each core
- Option to create customizable Instrument and Training access forms based on each Instrument or Core.

Billing

- Batch upload/update of rates for instrument usage, services, consumables, manpower
- Different rates for internal, external academic, industrial users, etc.
- Sync rates from an external database (SQL)
- Capping by equipment/PI
- Admin can make corrections to charges
- Staff can charge for manpower time
- Charge by larger of reservation time vs actual use time
- Batch generate invoices & email
- Report fields are customizable

Notifications

- confirmation by email
- Equipment events email notification e.g. shutdowns
- Email by eqp qualified users, lab users, all users
- User agreement window when creating account request - terms and conditions
- Inventory checkout notification - email or pop-up window

Barcoding and Labelling

- Support bar coding with industry standard scanners/readers and label printers, including Bluetooth scanners/readers

- To be interfaced with commercial barcode label printers
- Generate barcode including 2D barcode
- Integrated bar code support
- Support a variety of bar code readers
- Design and print labels directly from the software
- Support bar coding for sample receiving , registration, and checking / check out
- Provides an option to create complex conditional sections and templates for sample management.
- Ability to create complex milestones with any number of variable fields and variable workflows to track progress of the project.

Financial

- Create and manage prices lists
- Allow creation of invoices
- Allow quotation management
- Manage customer contracts and their validity
- Allow access to finance team to verify customer projects • Record key contacts of all customers and send automatic emails
- Ability to automatically invoice on a monthly or quarterly basis.
- Enable audit traceable to track all the changes within each invoice.

Business Intelligence (AI)

- Flexibility to customize modules of the software based on requirements
- Flexibility to configure each core and business rules by staff
- Flexibility to create and configure any entity such as Instruments, Service Requests, Access policies, Users, Labs, cores within a few clicks by staff.
- Flexibility in creating projects that span multiple cores and departments
- Flexibility to set access limits and dollar thresholds for each project code
- Go Live for the entire Institution within a few weeks.
- Ability to do SSO with systems
- Ability to interface using APIs ADD IN
- Ability to custom create new APIs based on requirements

Support

- New Features blog/updates
- Automatic product upgrades
- Online manuals/FAQs
- Helpdesk with ticketing system
- Provide integrated support for response within 4 hours for all types of requests.
- Have a dedicated support team from start to go-live process
- Conduct instant Zoom/Teams conference call and support using integrated system • Communicate at least weekly status calls and updates based on action items until go-live.
- Provide flexibility to provide support and training during work hours.

Additional features

- Inventory checkouts/returns
- PM scheduling & tracking
- Integrated with existing chemical request function
- Integrated with existing gas request function
- Integrated with existing service maintenance function

Implementation

- Complete implementation of the software with the desired customization and configuration.
- Complete training of staff for future administration and configuration of system
- Expertise in implementing in similar large Institution that spans a range of cores within Pakistan or international
- Need to have experience in the market for managing core facilities for Institution wide solutions for several years.
- The team must hold at least 10 years of experience of the staff for end-to-end implementation expertise
- Availability of experts for troubleshooting and guidance during and after the implementation stage throughout the lifecycle of the product

3.2 Advanced Functionalities

- Barcode and QR-enabled labelling and reporting.
- Digital signatures (e-Sig) and 21 CFR Part 11 compliance.
- AI-powered dashboards with predictive performance analytics.
- API interoperability with licensing, inspection, and product registration modules.
- Conversational AI assistant for internal staff and Food Business Operators (FBOs).

4. AI Capabilities in LIMS

Capability	Description
AI Workflow Automation	Smart routing, workload balancing, and turnaround-time prediction.
Predictive Analytics	Forecasts potential test delays, equipment failure, or reagent depletion.
Smart Data Validation	AI models flag data anomalies, missing values, or transcription errors.
Digital Twin Simulation	Real-time virtual lab operations for predictive maintenance and optimization.
AI-Powered Label Review	Compares label data with PSQCA/Codex/halal standards to flag non-compliance.
Cognitive Decision Support	Recommends test methods, standards, and corrective actions.
Machine Learning Feedback	Continuous learning from new data, improving predictive accuracy.

AI-Driven Cybersecurity	Detects suspicious user behavior and prevents data tampering.

5. LIMS Functionality Summary

- Sample tracking from receipt to disposal (raw, in-process, QA/QC, retention, disposal, batch management).
- Validation and calibration management with audit readiness and proficiency test management.
- Document management (SOPs, revisions, approvals).
- Method verification, SOPs, and document revision tracking.
- Inventory control for reagents, consumables, and reference materials.
- Instrument, reagent, and consumable tracking.
- Electronic laboratory notebooks (ELN) and laboratory execution (LES).
- Batch and lot management with barcode labels.
- Audit trails, electronic signatures, and digital archiving.
- Dashboards, SPC/SQC/DQC/AQC charts, KPI analytics.
- ERP and third-party system integrations.
- Change control, alerts, and workflow notifications.
- Dashboard analytics for TAT, workloads, and quality KPIs.
- ELN/LES modules for scientific record keeping.
- ERP and external system integrations.
- Real-time notifications, alerts, and compliance reminders.
- Secure digital archiving and block chain traceability.

1. **LIMS Integration:** Analytical verification through PFTLCR lab data.
2. **AI-Powered Risk Scoring:** Identifies high-risk or priority applications.
3. **Online Fee Management:** Auto-challan, **online fee payment** and bank integration.
4. **Secure Role-Based Access:** Data protection through encryption and audit trails.
5. **Centralized repository** of all registered products for traceability.
6. **Public Verification Portal:** Consumer-accessible database of approved products.

Principles:

Transparency, traceability, automation, and harmonization with PSQCA, Procuring Entity and Codex Alimentarius standards.

Terms of Reference (TORs)

- Design and deploy AI-based LIMS with integrated modules.
- Ensure interoperability with lab instruments and existing systems.
- Train staff at all levels (technical, administrative, and regulatory).
- Conduct data migration and cyber security validation.
- Provide 5-year maintenance and AI optimization support.
- Complete implementation within 3 months of contract signing.
- **Compliance:** ISO 17025, GAMP, HIPAA, GDPR, PTA Cyber Security Laws.
- Project implementation team must have at least 10 years of experience in LIMS implementation
- Bidder must provide references in Pakistan or International in similar industry

6. Technical Specifications

Parameter	Specification
Platform	AI-Enabled LIMS (Frappe/Python backend)
Frontend	HTML5, React, Bootstrap UI
Instrument Connectivity	>80 Instruments (HPLC, GC-MS, ICP-OES, ELISA, FTIR, etc.)
Deployment	Cloud or hybrid local hosting
Security	SSL/TLS, 2FA, blockchain-based data integrity

Compliance	ISO/IEC 17025, 21 CFR Part 11, PNAC, WHO Codex
Modules	ELN, LES, CAPA, WAP, Product Registration, Label Approval
Mobile App	GPS-enabled sample collection and tracking
User Roles	Admin, Analyst, Reviewer, Manager, FBO
User Levels	Admin, Analyst, Reviewer, Manager, FBO

Training Modules: User-level training, administrator training, label/registration officer training, and annual AI analytics refresher.

Training Modules

- End-user training (sample handling, reporting)
- Administrator training (role management, audit)
- Label and registration officers' training
- Periodic refresher and AI analytics training/workshops

7. **Expected Benefits**
    - **Efficiency:** uptp 80% reduction in manual documentation and redundant checks.
    - **Traceability:** End-to-end digital chain-of-custody and blockchain verification.
    - **Compliance:** Full readiness for PNAC and ISO audits.
    - **Transparency:** Public product and label verification portal.
    - **Insight:** AI-based analytics for policy, inspection, and enforcement decisions.
    - **Sustainability:** Paperless, eco-friendly, and scalable operations.
    - **Data-Driven Policy:** AI analytics informing enforcement drives.
    - **Public Confidence:** Consumer-verifiable QR code approvals.
8. **Sustainability and Scalability**

- Modular architecture allows integration with:
- Halal certification module
- Mobile testing labs network
- Public complaint & recall systems
- Continuous AI learning for enhanced precision.
- Expansion potential to multiple regional labs and national data sharing nodes.
- Modular structure supporting expansion to Halal certification, mobile labs, and consumer complaint portals.
- Continuous machine-learning enhancement for data precision.
- Integration potential with national food safety data repositories.
- Scalable infrastructure supporting multiple labs and future modules.

15. Key Features of the LIMS for PFTLCR

Feature Area	Capability Description

Proven Regulatory-Grade Platform	Successfully deployed by international Food & Drug Authorities; built for government workflows.
No-Code Custom Workflows	Configurable workflows using the Frappe Framework — no dependency on proprietary software.
Food Safety Testing Modules	Support for physicochemical microbial, toxins, heavy metals, pesticides residues, and packaging/labeling checks.
AI-Powered Data Validation	Smart detection of incomplete or inconsistent test data before approval.
Chain of Custody Tracking	Full traceability of each sample, analyst, test method, and reagent use.
Feature Area	**Capability Description**
Third-Party Lab Integration	Seamless coordination with accredited labs like QARSHI, PSCIR, SGS and UOK etc.
Digital Label Review with AI	Automated comparison of product labels against compliance templates (e.g., Halal logos, ingredient declarations etc.).
Predictive Risk Scoring	Identifies high-risk food samples for priority testing based on historical patterns.
Conversational AI Assistant	Virtual assistant for internal staff and food business operators — improves usability and adoption.
Real-Time Dashboards	Interactive views for lab managers, analysts, and KPFS&HFA leadership (GPA, DT &DG) on workload, TAT, and compliance rates.
Secure, Scalable Hosting	Cloud or on-premise deployment with enterprise-grade infrastructure; supports high concurrency.
Data Integrity & Audit Compliance	Fully aligned with ISO/IEC 17025, WHO Codex standards, and national food safety protocols.
Open APIs for Integration	RESTful/GraphQL APIs to connect with procurement systems, regulatory portals, and sample tracking tools.

16. LIMS Functionality Summary

1. Sample Life Cycle
2. Raw Material
3. In process sample
4. Preparation & retention
5. QAQC process
6. Enviro Monitoring
7. Sample Points
8. Inventory & consumables
9. Lots & Batch management.
10. Levels & specifications
11. Instrument management
12. Inspection Management
13. Training Management
14. Methods Management
15. Work schedules
16. Project Management
17. Storage locations
18. Document Management
19. Reports and Labels
20. Blending System
21. ISO/ASTM Compliance
22. SPC, SQC, DQC, AQC
23. Dashboards and KPIs
24. 3rd Party integrations
25. ERP integration
26. Change control
27. Alerts & reminders
28. Electronic Laboratory Notebook – ELN
29. Laboratory Execution System- LES
30. Laboratory Investigation – CAPA
31. Work Assignment and Planning – WAP
32. QA/QC management
33. Inventory management
34. Instrument integration
35. Equipment Management
36. Document management
37. Storage management
38. Sample Management
39. Batch management/ Barcode labeling
40. Client Portal
41. Other Additional features
42. Barcode labeling, External user portals, Staff training management, Services and billing management, Interoperability,

43. How Interfaces are made
44. Read the data generated by the instrument.
45. Transformation/Mapping
46. Publish final data
47. Update the LIMS system with the data resulting from the analysis.
48. Process final data
49. Validations
50. Data integration
51. Update different statuses
52. Audit History
53. Electronic Signatures

17. Quality through Compliance & About LIMS Adhering to Local Cyber Laws, 100% Browser Based System, Local PTA Cyber Security Incompliance

18. Conclusion

The **AI-Based LIMS with Integrated Product Registration and Label Approval System** will transform KP-FS&HFA into a **digitally empowered, data-driven, and ISO-compliant regulatory authority**. It will streamline operations, enhance analytical credibility, and reinforce consumer trust — positioning the Authority as a **national leader in smart food safety regulation**.

Deliverables

1. Gap Analysis and System Requirement Report.
2. Fully configured and deployed AI-Based LIMS.
3. Integrated Product Registration and Label Approval System.
4. Training and User Manuals.
5. Data migration and cybersecurity compliance report.
6. Warranty & support plan.
7. Real-time dashboards for Lab, Management, DT and DG Office.
8. Post-implementation audit and evaluation report.

Section VII: GENERAL CONDITIONS OF CONTRACT (GCC)

A. General	
1. Definitions	1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated
	(a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as may be issued and in force from time to time;
	(b) "Procuring Entity" as define in the KPPRA Act.
	(c) "The Contract" as defined in the KPPRA Act and Rule;
	(d) "The Contract Price" means the price Payable to the Consultant, Firm, Company under the Contract for the full and proper performance of its contractual obligations;
	(e) "The Services" means the work to be performed by the Consultant, Firm, Company pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Consultant, Firm, Company's Proposal.;

	(f) "Ancillary Services" means those services ancillary to the provision of Services, 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 Consultant, Firm, Company covered under the Contract;
	(g) "GCC" means the General Conditions of Contract contained in this section;
	(h) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
	(i) "Day" means calendar day unless indicated otherwise.
	(j) "Effective Date" means the date on which this Contract comes into force and effect.
	(k) "The Consultant, Firm, Company" means the individual or corporate body whose Proposal to provide the Services has been accepted by the Procuring Entity;
	(l) "The Project Site," where applicable, means the place or places named in Proposal Data Sheet and technical Specifications;
	(m) "Government" means the Government of Khyber Pakhtunkhwa;
	(n) "Local Currency" means the currency of Pakistan;
	(o) "In Writing" means communicated in written form with proof of receipt;
	(p) "Completion Date" means the date of completion of the Services by the Consultant, Firm, Company as certified by the Procuring Entity;
	(q) "Foreign Currency" means any currency other than the currency of the country of the Procuring Entity;
	(r) "Party" means the Procuring Entity or the Consultant, Firm, Company, as the case may be, and "Parties" means both of them;
	(s) "Service" means any object of procurement other than goods or works;
	(t) "Subcontractor" means any entity to which the Consultant, Firm, Company subcontracts any Part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.
2. Applicable Law	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. Language	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant, Firm, Company and the Procuring Entity, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are Part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
4. Notices	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
5. Location	5.1 The Services shall be performed at such locations as the Procuring Entity may approve.
6. Authorized Representatives / Authority of Member in charge	6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultant, Firm, Company may be taken or executed by the officials specified in the SCC.
	6.2 In case the Consultant, Firm, Company is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant, Firm, Company's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and Payments from the Procuring Entity.
B. Commencement, Completion, Modification, and Termination of Contract	
7. Effectiveness of Contract	7.1 This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SCC.
8. Commencement of Services	8.1 The Consultant, Firm, Company shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
9. Program	9.1 Before commencement of the Services, the Consultant, Firm, Company shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
10. Starting Date/Expiration Date	10.1 The Consultant, Firm, Company shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

	10.2 Unless terminated earlier pursuant to Clause GCC 15 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
11. Entire Agreement	11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
12. Modification	12.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
	12.2 In cases of any modifications or variations, the prior written consent of the Procuring Entity is required.
13. Value Engineering	The Consultant, Firm, Company may Prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:
	(a) the proposed change(s), and a description of the difference to the existing contract requirements;
	(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and
	(c) a description of any effect(s) of the change on performance/functionality.
	The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
	(a) accelerates the delivery period; or
	(b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
	(c) improves the quality, efficiency, safety or sustainability of the services; or
	(d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.
	If the value engineering proposal is approved by the Procuring Entity and results in:

	(a) a reduction of the Contract Price; the amount to be paid to the Consultant, Firm, Company shall be the percentage specified in the SCC of the reduction in the Contract Price; or
	(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Consultant, Firm, Company shall be the full increase in the Contract Price.
14. Force Majeure	**14.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
	14.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
	14.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	14.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, Firm, Company shall be entitled to continue to be Paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

15. Termination	**15.1 By the Procuring Entity** The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant, Firm, Company in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); (a) If the Consultant, Firm, Company fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension; (b) If the Consultant, Firm, Company becomes (or, if the Consultant, Firm, Company consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Consultant, Firm, Company fails to comply with any final decision reached as a result of arbitration proceedings; (d) If, as the result of Force Majeure, the Consultant, Firm, Company is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
	15.2 By the Consultant, Firm, Company The Consultant, Firm, Company may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in Paragraphs (a) through (d) of this Clause. (a) If the Procuring Entity fails to pay any money due to the Consultant, Firm, Company pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant, Firm, Company that such payment is overdue. (b) If, as the result of Force Majeure, the Consultant, Firm, Company is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. (c) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration. (d) If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant, Firm, Company may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant, Firm, Company's notice specifying such breach.
C. Obligations of the Consultant, Firm, Company	

16. General	**16.1 Standard of Performance** i. The Consultant, Firm, Company shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant, Firm, Company shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third Parties. ii. The Consultant, Firm, Company shall employ and provide such qualified and experienced Experts and Sub-Consultant, Firm, Company's as are required to carry out the Services. iii. The Consultant, Firm, Company may subcontract part of the Services to an extent and with such Key Experts and Sub-Consultant, Firm, Company's as may be approved in advance by the Procuring Entity. 16.2 Law Applicable to Services The Consultant, Firm, Company shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Consultant, Firm, Company's, comply with the Applicable Law.

17. Conflict of Interests	**17.1 Consultant, Firm, Company Not to Benefit from Commissions and Discounts.** The remuneration of the Consultant, Firm, Company shall constitute the Consultant, Firm, Company's sole remuneration in connection with this Contract or the Services, and the Consultant, Firm, Company shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant, Firm, Company shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration. **17.2 Consultant, Firm, Company and Affiliates Not to be Otherwise Interested in Project** The Consultant, Firm, Company agree that, during the term of this Contract and after its termination, the Consultant, Firm, Company and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. 17.3 Prohibition of Conflicting Activities Neither the Consultant, Firm, Company nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Consultant, Firm, Company nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the SCC.
18. Confidentiality	18.1 Except with the prior written consent of the Procuring Entity, the Consultant, Firm, Company and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant, Firm, Company and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

19. Insurance to be Taken Out by the Consultant, Firm, Company	19.1 The Consultant, Firm, Company (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.
20. Consultant, Firm, Company's Actions Requiring Procuring Entity's Prior Approval	20.1 The Consultant, Firm, Company shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:
	(a) entering into a subcontract for the performance of any part of the Services,
	(b) appointing such members of the Personnel not provided by the Consultant, Firm, Company;
	(c) changing the Program of activities; and
	(d) any other action that may be specified in the SCC.
21. Reporting Obligations	21.1 The Consultant, Firm, Company shall submit to the Procuring Entity the reports and documents in the numbers, and within the periods as prescribed by the Procuring Entity.
22. Documents Prepared by the Consultant, Firm, Company to Be the Property of the Procuring Entity	22.1 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant, Firm, Company shall become and remain the property of the Procuring Entity, and the Consultant, Firm, Company shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Consultant, Firm, Company may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

23. Liquidated Damages	**23.1 Payments of Liquidated Damages** The Consultant, Firm, Company shall pay liquidated damages to the Procuring Entity at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Consultant, Firm, Company. Payment of liquidated damages shall not affect the Consultant, Firm, Company's liabilities. **23.2 Correction for Over-Payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Consultant, Firm, Company by adjusting the next payment certificate. The Consultant, Firm, Company shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC. **23.3 Lack of performance penalty** If the Consultant, Firm, Company has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Consultant, Firm, Company. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.
24. Performance Guarantee	24.1 Within Seven (07) days from the issuance of acceptance letter from the Purchaser, the successful Consultant, Firm, Company shall furnish the Performance Guarantee as prescribed in the PDS**.**
	24.2 The proceeds of the Performance Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Consultant, Firm, Company's failure to complete its obligations under the Contract.
	The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in the acceptable form as specified in SCC.
	24.3 The Performance Guarantee will be discharged by the Purchaser and returned to the Consultant, Firm, Company not later than thirty (30) days following the date of completion of the Consultant, Firm, Company's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

25. Fraud and Corruption	25.1 The Procuring Entity requires the Consultant, Firm, Company to disclose any commissions or fees that may have been paid or are to be paid to agents or any other Party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other Party, the amount and currency, and the purpose of the commission, gratuity or fee.
26. Sustainable Procurement	26.1 The Consultant, Firm, Company shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.
D. Consultant, Firm, Company's Personnel	
27. Description of Personnel	27.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant, Firm, Company's Key Personnel. The Key Personnel and Subcontractors listed by title as well as by name are hereby approved by the Procuring Entity.
28. Removal and/or Replacement of Personnel	28.1 Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, Firm, Company, it becomes necessary to replace any of the Key Personnel, the Consultant, Firm, Company shall provide as a replacement a person of equivalent or better qualifications.
	28.2 If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant, Firm, Company shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.
	28.3 The Consultant, Firm, Company shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
E. Obligations of the Procuring Entity	
29. Assistance and Exemptions	29.1 The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Consultant, Firm, Company such assistance and exemptions as specified in the SCC.
30. Change in the Applicable Law	30.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, Firm, Company, then the remuneration and reimbursable expenses otherwise payable to the Consultant, Firm, Company under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

31. Services and Facilities	31.1 The Procuring Entity shall make available to the Consultant, Firm, Company and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.
	31.2 In case that such services, facilities and property shall not be made available to the Consultant, Firm, Company, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant, Firm, Company for the performance of the Services, (ii) the manner in which the Consultant, Firm, Company shall procure any such services, facilities and property from other sources, and (iii) the additional Payments, if any, to be made to the Consultant, Firm, Company as a result thereof.
F. Payments to the Consultant, Firm, Company	
32. Lump-Sum Remuneration	32.1 The Consultant, Firm, Company's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Consultant, Firm, Company in carrying out the Services. Except as provided in GCC 33, the Contract Price may only be increased above the amounts if the Parties have agreed to additional Payments in accordance with GCC 34.
33. Contract Price	33.1 The price Payable in local currency is set forth in the SCC.
	33.2 The price Payable in foreign currency is set forth in the SCC.
34. Payment for Additional Services, and Performance Incentive Compensation	34.1 For the purpose of determining the remuneration due for additional Services as may be mutually agreed.
	34.2 If the SCC so specify, the Consultant, Firm, Company shall be Paid performance incentive compensation if specified in the SCC.
35. Terms and Conditions of Payment	35.1 Payments will be made to the Consultant, Firm, Company according to the Payment schedule stated in the SCC.
	35.2 Unless otherwise stated in the SCC, the advance Payment shall be made against the provision by the Consultant, Firm, Company of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other Payment shall be made after the conditions listed in the SCC for such Payment have been met, and the Consultant, Firm, Company have submitted an invoice to the Procuring Entity specifying the amount due.
36. Interest on Delayed Payments	36.1 If the Procuring Entity has delayed Payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be Paid to the Consultant, Firm, Company for each day of delay at the rate stated in the SCC.

37. Price Adjustment	37.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each Payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the Payment amounts due in each currency.
	37.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next Payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
38. Currency of Payment	38.1 Any Payment under this Contract shall be made in the currency (ies) specified in the SCC.
G. Quality Control	
39. Identifying Defects	39.1 The principle and modalities of Inspection of the Services by the Procuring Entity shall be as indicated in the SCC. The Procuring Entity shall check the Consultant, Firm, Company's performance and notify him of any Defects that are found. Such checking shall not affect the Consultant, Firm, Company's responsibilities. The Procuring Entity may instruct the Consultant, Firm, Company to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as defined in the SCC. Guidance related to the defects may be taken from the list published by the Cloud Office
40. **Correction of Defects, and Lack of Performance Penalty**	40.1 The Procuring Entity shall give notice to the Consultant, Firm, Company of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
	40.2 Every time notice a Defect is given, the Consultant, Firm, Company shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
	40.3 If the Consultant, Firm, Company has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Consultant, Firm, Company will pay this amount, and a Penalty for Lack of Performance.
H. Settlement of Disputes	
41. Amicable Settlement	41.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

42. Dispute Settlement	If any dispute arises between the Procuring Entity and the Consultant, Firm, Company in connection with or arising out of the Contract or the provision of Services, it shall be resolved in accordance with the grievance redressal mechanism provided under Section 35 of the KPPRA Act and the Khyber Pakhtunkhwa Public Procurement Grievance Redressal Rules, 2017, or through the Arbitration Act, 1940 or any other forum or procedure, as mutually agreed upon in the contract agreement and priorly mentioned in the special conditions of the contract (SCC).

Section VIII. SPECIAL CONDITIONS OF CONTRACT (SCC)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 2	**Applicable/Governing Law:** Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014
GCC 3	The language of the Contract, all correspondence and communications to be given, and all other documentation to be Prepared and supplied under the Contract shall be in English/Urdu.
GCC 5	**The addresses are:** Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Khyber Road, Peshawar. The Contractor/ Consultant, Firm, Company: [Name, address and telephone number]. The Contractor/ Consultant, Firm, Company 's Representative(s) [Name, address, telephone number and e-mail address]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 6.1	**The Authorized Representatives are:** **For the Procuring Entity:** Name:…….. Designation: …… Address: …… **For the Consultant, Firm, Company:** **Name: ……** **Designation: ……..** **Address: ……..**
GCC 6.2	*[***The Lead Member on behalf of the JV is** *Note: If the Consultant, Firm, Company consists only of one entity, state "N/A";* *OR* *If the Consultant, Firm, Company is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]*
GCC 7	**Effectiveness of the contract** The Contractor/Consultant, Firm, Company shall commence work on the System within: Five (05) from the date of signature of the Contract by both Parties
GCC 8	**Commencement of Services:** The Contractor/ Consultant, Firm, Company shall commence: Immediately after signing of Contract.
GCC 10.2	**Expiration of Contract:** **The time period shall be:** The Contract duration will be three years from effectiveness date.
GCC 15	**Termination** In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Consultant, Firm, Company shall be responsible for providing to the Procuring Entity all the data store on services along with all the requirement (with allied documentation) which may be necessary for smooth transition to or performance either by the Authority itself or by any other organization/ body to whom the contract may be assigned.
GCC 17	The Procuring Entity reserves the right to determine on a case-by-case basis whether the Consultant, Firm, Company should be disqualified from providing services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 23	**Liquidated Damages** If the Consultant, Firm, Company fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Consultant, Firm, Company shall Pay to the Authority as Liquidated Damages at a rate of **0.1%** to **10%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.
GCC 24	**Performance Guarantee:** The amount of performance guarantee shall be **(10%)** the contract price in acceptable form CDR or Bank Guarantee.
GCC 32	Proposal quoted shall be inclusive of all applicable taxes

GCC 35

Payment: The method and conditions of payment to be made to the Consultant, Firm, Company under this Contract shall be as follows:

Sno	Deliverable	Description	Payment (%)
1	Inception & Project Management Plan	Approved project plan, methodology, stakeholder engagement plan, and detailed project timeline.	10%
2	Gap Analysis & ISO-Aligned SRS	Detailed Gap Analysis and ISO-aligned Software Requirement Specification (SRS) approved by the Procuring Entity.	10%
3	System Design, Prototype & Architecture	Delivery of UI/UX mockups, system architecture, database design, and a clickable prototype demonstration.	10%
4	Core LIMS Development & Instrument Integration	Development of core modules and successful integration/testing of 80+ laboratory instruments.	20%
5	Specialized Modules & AI Integration	Completion of Product Registration, Label Approval, and AI-driven analytics modules.	15%
6	UAT, Data Migration & Cybersecurity Validation	Successful data migration from legacy systems, User Acceptance Testing (UAT) sign-off, and Cybersecurity/Vulnerability assessment.	10%
7	Training, Deployment & Go-Live	Completion of staff training (User/Admin), delivery of manuals, and full system deployment to production.	10%
8	Stabilization & Post-Implementation Audit	3-month stabilization period completion, submission of Post-Implementation Audit Report, and handover of all source codes/licenses.	10%
9	Final Acceptance	Final acceptance certificate issued by the Procuring Entity and project closure.	5%
Total			100%

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	35.2 Advance Payment: (if any): N/A
GCC 36	The interest rate is: N/A
GCC 38	All the Payment to be released to the contractor/Consultant, Firm, Company shall be in Pakistani Rupee
GCC 39	Identifying Defects: The Procuring Entity reserve the right at any time to inspect the premises of the Consultant, Firm, Company to inspect the services and monitor the services being provided.
GCC 42	[If any dispute arises between the Procuring Entity and the Consultant, Firm, Company in connection with or arising out of the Contract or the provision of Services, it shall be resolved in accordance with the grievance redressal mechanism provided under Section 35 of the KPPRA Act and the Khyber Pakhtunkhwa Public Procurement Grievance Redressal Rules, 2017, or through the Arbitration Act, 1940 or any other forum or procedure, as mutually agreed upon in the contract agreement and priorly mentioned in the special conditions of the contract (SCC).]

SECTION IX- CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the _____ day of _____ 20_____ between Procuring Entity (hereinafter called "the Procuring Entity") of the one Part and [name of Consultant, Firm, Company] of [city and country of Consultant, Firm, Company] (hereinafter called "the Consultant, Firm, Company") of the other Part:

WHEREAS the Procuring Entity invited Proposals for provision of Procurement of Services, viz., [brief description of services] and has accepted a Proposal by the Consultant, Firm, Company for the provision of Services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as Part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

(a) This form of Contract;
(b) the Form of Proposal and the Price Schedule submitted by the Consultant, Firm, Company;
(c) the Schedule of Requirements;
(d) the Technical Specifications;
(e) the Special Conditions of Contract;
(f) the General Conditions of the Contract;
(g) the Procuring Entity's Letter of Acceptance; and
(h) [add here: any other documents]

3. In consideration of the Payments to be made by the Procuring Entity to the Consultant, Firm, Company as hereinafter mentioned, the Consultant, Firm, Company hereby covenants with the Procuring Entity to provide the Services related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Consultant, Firm, Company in consideration of the provision of Services and the remedying of defects therein, the Contract Price or such other sum as may become Payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Entity)
Witness to the signatures of the Procuring Entity: _____
Signed, sealed, delivered by _____the _____ (for the Procuring Entity)

Witness to the signatures of the Consultant, Firm, Company: _____

Performance Guarantee Form

To: [name of Procuring Entity]

WHEREAS [name of Consultant, Firm, Company] (hereinafter called "the Consultant, Firm, Company") has undertaken, in pursuance of Contract No. [reference number of the contract] dated [insert date] for provision of Services (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant, Firm, Company shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Consultant, Firm, Company's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Consultant, Firm, Company a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Consultant, Firm, Company, 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 Consultant, Firm, Company to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guar¬antee] 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: [insert date]

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE CONSULTANT, FIRM, COMPANY'S

Contract Number: _____ Dated: _____
Contract Value: _____
Contract Title: _____

[Name of Consultant, Firm, Company] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from any Government or any procuring entity through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Consultant, Firm, Company] represents and warrants that it has fully declared the brokerage, commission, fee 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, Firm, Company, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations 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 GoKP, except that which has been expressly declared pursuant hereto.

[Name of Consultant, Firm, Company] 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 GoKP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Consultant, Firm, Company] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [Name of Consultant, Firm, Company] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further Pay compensation to GoKP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Consultant, Firm, Company] 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 GoKP.

_____ _____
[Seller/Consultant, Firm, Company] [Buyer]

DECLARATION OF ACCEPTANCE OF RFP TERMS & CONDITIONS BY AN AUTHORIZED SIGNATORY OF THE BIDDER/ FIRM

(Name)_____

(Designation)_____

(Firm's Name)_____

1. I am an authorized signatory of the Bidding Firm, mentioned in the Technical and Financial proposal and above, I attest that I am competent to sign this declaration and execute this Tender document;
2. I have carefully read and understood all the terms and conditions of the Tender document and undertake to abide to them;
3. The information/documents furnished along with the Technical & Financial Proposals are true and authentic to the best of my knowledge and belief. I/we / are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of this bid at any stage besides liabilities towards prosecution under appropriate law.
4. I/we understand that Khyber Pakhtunkhwa Food Safety & Halal Food Authority (KP-FS&HFA) may require further information and we will duly provide that information in the time stipulated by KP-FS&HFA, and that any non-supply of such information would lead to rejection of this bid at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full name: _____ Date: _____ Seal: _____

NOTE: Please attach the above DECLARATION BY AN AUTHORIZED SIGNATORY OF THE FIRM to the Technical Proposal of this Tender document.

TECHNICAL PROPOSAL CHECKLIST

Sno	Required Documents	Checkbox
1	Name, address and contact information of the company	☐
2	Website of the company	☐ ☐
3	Number and location of all offices	☐
4	Year of incorporation or registration, and details of registration *(appropriate registration certificate)*	☐
5	Tax registration Certificate (FBR & KPRA)	☐
6	Letter of participation for request for proposal	☐
7	Client references (minimum 3 references)	☐
8	Brief of completed and on-going projects with Government Departments	☐
9	Organogram of project team – List of staff with brief bios	☐
10	Management team – List of staff with brief bios	☐
11	Audited financial statement of last three years	☐
13	Technical proposal includes the following	☐
a	Proposed implementation, methodology, workplan	☐
b	Software architecture and design	☐
c	Change management process	☐
d	Managed service methodology for payment Gateway integration	☐
e	Infrastructure Requirement with BOQ	☐
f	Security and other necessary testing methodology of the system	☐
15	Company has clearly defined in its introduction in the proposal	☐
16	Any other document attached, please specify	☐