



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



**BID SOLICITATION DOCUMENTS
FOR
PROCUREMENT OF FOOD TESTING
EQUIPMENT FOR MOBILE FOOD TESTING
LABORATORIES OF
KHYBER PAKHTUNKHWA FOOD SAFETY &
HALAL FOOD AUTHORITY**

**IFB No. KPFS&HFA/IFB/MFTE/2025-2026/-05
April 2026**



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PART ONE - SECTION I (INSTRUCTIONS TO BIDDERS)



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INSTRUCTIONS TO BIDDERS

A. Introduction

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



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



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| | | three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents. |
| 7. Amendment of Bidding Documents | 7.1 | At any time prior to the deadline for submission of bids, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment. |
| | 7.2 | All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them. |
| | 7.3 | In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of bids. |
| | | C. Preparation of Bids |
| 8. Language of Bid | 8.1 | The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern. |
| 9. Documents Comprising the Bid | 9.1 | The bid prepared by the Bidder shall comprise the following components: a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11 and 12. b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and d) bid security furnished in accordance with ITB Clause 15. |
| 10. Bid Form | 10.1 | The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices. |
| 11. Bid Prices | 11.1 | The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract. |



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



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| | | Contract and/or Technical Specifications; and d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet. |
| 14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents | 14.1 | Pursuant to ITB Clause 9 , the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract. |
| | 14.2 | The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment. |
| | 14.3 | The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical and performance characteristics of the goods; b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Entity; and c) an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications. |
| | 14.4 | For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications |
| 15. Bid Security | 15.1 | Pursuant to ITB Clause 9 , the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security shall be submitted from the account of the |



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



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| 17. Format and Signing of Bid | 17.1 | The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID” as appropriate. In the event of any discrepancy between them, the original shall govern. |
| | 17.2 | The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid shall be initialed by the person or persons signing the bid. |
| | 17.3 | Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid. |
| | 17.4 | The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract. |
| D. Submission of Bids | | |
| 18. Sealing and Marking of Bids | 18.1 | The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. |
| | 18.2 | The inner and outer envelopes shall: a. be addressed to the Procuring Entity at the address given in the Bid Data Sheet; and b. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2. |
| | 18.3 | The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” . |
| | 18.4 | If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring Entity will assume no responsibility for the bid’s misplacement or premature opening. |
| 19. Deadline for Submission of Bids | 19.1 | Bids must be received by the Procuring Entity at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet. |
| | 19.2 | The Procuring Entity may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Entity and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. |
| 20. Late Bids | 20.1 | Any bid received by the Procuring Entity after the deadline for |



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| | | submission of bids prescribed by the Procuring Entity pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder. |
| 21. Modification and Withdrawal of Bids | 21.1 | The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Entity prior to the deadline prescribed for submission of bids. |
| | 21.2 | The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked no later than the deadline for submission of bids. |
| | 21.3 | No bid may be modified after the deadline for submission of bids. |
| | 21.4 | No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7. |
| | | E. Opening and Evaluation of Bids |
| 22. Opening of Bids by the Procuring Entity | 22.1 | The Procuring Entity will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance. |
| | 22.2 | The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20. |
| | 22.3 | Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders. |
| | 22.4 | The Procuring Entity will prepare minutes of the bid opening. |
| 23. Clarification of Bids | 23.1 | During evaluation of the bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted. |



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| 24. Preliminary Examination | 24.1 | The Procuring Entity will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. |
| | 24.2 | Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail. |
| | 24.3 | The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. |
| | 24.4 | Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring Entity will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. |
| | 24.5 | If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity. |
| 25. Evaluation and Comparison of Bids | 25.1 | The Procuring Entity will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24. |
| | 25.2 | The Procuring Entity's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid. |
| | 25.3 | The Procuring Entity's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4: a. incidental costs b. delivery schedule offered in the bid; |



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



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specified delivery schedule.

c. Deviation in payment schedule:

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

or

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

d. Cost of spare parts.

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

or

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

or

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

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



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| | | <p>country.</p> <p>The cost to the Procuring Entity of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.</p> <p>f. Operating and maintenance costs.</p> <p>Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>g. Performance and productivity of the equipment.</p> <p>i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>or</p> <p>ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.</p> | | | | |
| <p>Alternative</p> | <p>25.4</p> | <p>25.4 Merit Point System:</p> <p>The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet</p> <p>[In the Bid Data Sheet, choose from the range of]</p> <table border="1" data-bbox="549 1912 1461 2063"> <tr> <td data-bbox="549 1912 1264 2011">Evaluated price of the goods</td> <td data-bbox="1264 1912 1461 2011">60 to 90</td> </tr> <tr> <td data-bbox="549 2011 1264 2063">Cost of common list spare parts</td> <td data-bbox="1264 2011 1461 2063">0 to 20</td> </tr> </table> | Evaluated price of the goods | 60 to 90 | Cost of common list spare parts | 0 to 20 |
| Evaluated price of the goods | 60 to 90 | | | | | |
| Cost of common list spare parts | 0 to 20 | | | | | |



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| | | Technical features, and maintenance and operating costs | 0 to 20 |
| | | Availability of service and spare parts | 0 to 20 |
| | | Standardization | 0 to 20 |
| | | Total | 100 |
| | | The bid scoring the highest number of points will be deemed to be the Highest-Ranking fair bid. | |
| 26. Contacting the Procuring Entity | 26.1 | Subject to ITB Clause 23, no Bidder shall contact the Procuring Entity on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Entity, it should do so in writing. | |
| | 26.2 | Any effort by a Bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid. | |
| | | F. Award of Contract | |
| 27. post-qualification | 27.1 | In the absence of prequalification, the Procuring Entity will determine to its satisfaction whether the Bidder that is selected as having submitted the Highest-ranking fair bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3. | |
| | 27.2 | The determination will consider the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate. | |
| | 27.3 | An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring Entity will proceed to the next highest-ranking fair bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. | |
| 28. Award Criteria | 28.1 | Subject to ITB Clause 30, the Procuring Entity will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the Highest-ranking fair bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. | |
| 29. Procuring Entity's Right to | 29.1 | The Procuring Entity reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data | |



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| Vary Quantities at Time of Award | | Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. |
| 30. Procuring Entity's Right to Accept any Bid and to Reject any or All Bids | 30.1 | The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Entity's action. |
| 31. Notification of Award | 31.1 | Prior to the expiration of the period of bid validity, the Procuring Entity will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted. |
| | 31.2 | The notification of award will constitute the formation of the Contract. |
| | 31.3 | Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15. |
| 32. Signing of Contract | 32.1 | At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties. |
| | 32.2 | Within Ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Entity. |
| 33 Performance Security | 33.1 | Within twenty (15) days of the receipt of notification of award from the Procuring Entity, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring Entity. |
| | 33.2 | Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity may make the award to the next Highest-ranking fair Bid or call for new bids. |
| 34. Corrupt or Fraudulent Practices | 34.1 | The Government of Khyber Pakhtunkhwa requires that Procuring Entity's (including beneficiaries of donor agencies' loans), as well as Bidders/ Suppliers/ Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the Khyber Pakhtunkhwa Public Procurement Act, 2012 and Rules made thereunder: |



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| | | <p>a. defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>i. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>ii. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;</p> <p>b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.</p> |
| | 34.2 | Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract. |
| 35. Integrity Pact | 35.1 | The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive. |



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PART ONE - SECTION II (GENERAL CONDITIONS OF CONTRACT)



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GENERAL CONDITIONS OF CONTRACT

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



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



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| 7. Performance Security | 7.1 | Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Entity the performance security in the amount specified in SCC. |
| | 7.2 | The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. |
| | 7.3 | The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Entity and shall be in one of the following forms: a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Entity's country, in the form provided in the bidding documents or another form acceptable to the Procuring Entity; or b. a cashier's or certified check. |
| | 7.4 | The performance security will be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC. |
| 8. Inspections and Tests | 8.1 | The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. SCC and the Technical Specifications specifies inspections and tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. |
| | 8.2 | The inspections and tests may be conducted on the premises of the Supplier or, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. |
| | 8.3 | Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Entity may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Entity. |
| | 8.4 | The Procuring Entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the |



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| | | <p>Procuring Entity's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Entity or its representative prior to the goods' shipment from the country of origin.</p> |
| | 8.5 | <p>Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p> |
| 9. Packing | 9.1 | <p>The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> |
| | 9.2 | <p>The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Entity.</p> |
| 10. Delivery and Documents | 10.1 | <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.</p> |
| | 10.2 | <p>Documents to be submitted by the Supplier are specified in SCC.</p> |
| 11. Insurance | 11.1 | <p>The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility.</p> |
| 12. Transportation | 12.1 | <p>The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Entity's country, transport to such place of destination in the Procuring Entity's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> |
| 13. Incidental Services | 13.1 | <p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and / or maintenance of the supplied Goods; |



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| | | <p>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> |
| | 13.2 | Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services. |
| 14. Spare Parts | 14.1 | <p>As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements;</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> |
| 15. Warranty | 15.1 | The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or from any act or omission of the Supplier, that may develop under normal use |



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



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| | | <p>a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;</p> <p>b. the method of shipment or packing;</p> <p>c. the place of delivery; and/or</p> <p>d. the Services to be provided by the Supplier.</p> |
| | 18.2 | If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order. |
| 19. Contract Amendments | 19.1 | Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 20. Assignment | 20.1 | The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent. |
| 21. Subcontracts | 21.1 | The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. |
| | 21.2 | Subcontracts must comply with the provisions of GCC Clause 3. |
| 22. Delays in the Supplier's Performance | 22.1 | Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements. |
| | 22.2 | If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the |



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| | | parties by amendment of Contract. |
| | 22.3 | Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages. |
| 23. Liquidated Damages | 23.1 | Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 24. |
| 24. Termination for Default | 24.1 | <p>The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ol style="list-style-type: none">if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 22; orif the Supplier fails to perform any other obligation(s) under the Contract.if the Supplier, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause:</p> <p>“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p> |



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



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| | | |
|-----------------------------------|------|--|
| | | <p>a. to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</p> |
| 28. Resolution of Disputes | 28.1 | The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. |
| | 28.2 | If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration. |
| 29. Governing Language | 29.1 | The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language. |
| 30. Applicable Law | 30.1 | The Contract shall be interpreted in accordance with the laws of the Procuring Entity's country, unless otherwise specified in SCC. |
| 31. Notices | 31.1 | Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC. |
| | 31.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| 32. Taxes and Duties | 32.1 | Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity. |



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PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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



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PART TWO SECTION I. INVITATION FOR BID (IFB)



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IFB No: KPFS&HFA/IFB/MFTE/2025-2026/-05

INVITATION FOR BID FOR SUPPLY OF FOOD TESTING EQUIPMENT FOR MOBILE FOOD TESTING LABORATORIES

1. The Khyber Pakhtunkhwa Food Safety & Halal Food Authority invites E-Bids through e-Pak Acquisition and Disposal System (EPADS) from the eligible Bidders / firms / Companies under (Single Stage-Two Envelope bidding procedure), for the supply of various Food Testing Equipment.
2. The firm must be register for **(Income Tax, Sales Tax with FBR and Provincial Sales Tax with KPRA)**.
3. E-Bidding document containing equipment list, detailed technical specifications, terms and conditions, etc is available for the registered bidders on **E-PADS** at <https://kp.eprocure.gov.pk> Procuring Entity's website at www.kpfsa.gov.pk and KPPRA's website.
4. Prebid meeting will be held on **27th April 2026** at **12:00 pm** in the Conference room of the Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor new C&W Building Khyber Road, Peshawar.
5. E-Bids, prepared in accordance with the instructions contained in the bid solicitation documents and required documents must be submitted using **KP-EPADS** on or before **Bid Closing Time: 01:00 PM, Bid Closing Date: 11th May 2026**. Technical bids will be opened on **E-PADS** after **one (01)** hour on the same day i.e at **02:00 PM** on **11th May 2026** at the Procuring Entity address provided above.
6. Original bid security amounting to **(2%)** of the total offered cost of the bid in the name of Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority in Shape of Call Deposit Receipt (CDR) / Demand Draft from the account of bidder /firm who submits the bid must reach before the closing time & date of the bid.
7. The Competent Authority can reject or accept any or all bids in terms of **Rule No. 47 of KPPRA Rules 2014**.

Assistant Director (Procurement)
Khyber Pakhtunkhwa Food Safety & Halal Food Authority
Ground Floor, New C&W Building, Khyber Road, Police Lines,
Peshawar
Tel#: 091-9212959



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SECTION II. BID DATA SHEET



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BID DATA SHEET

The following specific provisions for this procurement Complement and/or Supplements and/or Amend the provisions in the Instructions to Bidders (ITB) **Part One**. Whenever there is a conflict, the provisions herein shall prevail over those in **ITB**.

| ITB Ref No | Title | Description |
|----------------------------|--|--|
| Introduction | | |
| ITB 1.1 | Name of Procuring Entity of Government of Khyber Pakhtunkhwa. | Khyber Pakhtunkhwa Food Safety & Halal Food Authority (KP-FS&HFA). |
| ITB 1.1 | Loan or credit or Project allocation Number. Loan or credit or Project Allocation amount. | Procurement of Food Testing Equipment for Mobile Food Testing Laboratories to strengthen Food Safety Enforcement, Traceability, and Real-time Monitoring of Milk, Meat, and other High-risk food commodities across Khyber Pakhtunkhwa under Good Governance Road Map. |
| ITB 1.1 | Name of Project | Budget allocated to Khyber Pakhtunkhwa Food Safety & Halal Food Authority for the Year 2025-2026. |
| | Name of Contract | Selection of firm for Fixed price contract |
| ITB 4.1 | Name of Procuring Entity: | Khyber Pakhtunkhwa Food Safety & Halal Food Authority (KP-FS&HFA). |
| ITB 6.1 | Procuring Entity's address, telephone, Telex, and facsimile, numbers. | Khyber Pakhtunkhwa Food Safety & Halal Food Authority (KP-FS&HFA), Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar. Tel# 091-9212959 Toll Free # 0800-37432 Email: info@kpfsa.gov.pk |
| Preparation of Bids | | |
| ITB 8.1 | Language of the bid: | English |
| ITB 11.2 | Bid Price and Currency | The price quoted shall be Pakistani Rupees (Rs) |
| ITB 11.5 | | The Price shall be fixed |
| ITB 13.3 (d) | Qualification requirements: | Manufacturer/ Importer/ Authorized Agent or Authorized Dealer/ Sole Distributor and other factors as provided |



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| ITB Ref No | Title | Description |
|---------------------------|---|---|
| | | under Section-IV Qualification & Evaluation Criteria in these bid solicitation documents. |
| ITB 14.3 (b) | Spare parts required for period of years of Operation | Not Applicable |
| ITB 15.1 | Amount of bid security: | The Bidder shall furnish, as part of its bid, a Bid Security/ Earnest Money equivalent to 2% of the bid price in Shape of CDR from the account of bidder /firm who submits the bid in the name of "Director General Khyber Pakhtunkhwa Food Safety & Halal Food Authority" |
| ITB 16.1 | Bid validity period: | 90 Days from the date of Technical Bid Opening. |
| ITB 17.1 | Number of copies. | Original Bid submitted via KP-EPADS only. |
| Submission of Bids | | |
| ITB 18.2 (a) | Address for bid submission. | Directorate General Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar. |
| ITB 18.2 (b) | IFB title and Number: | IFB Title: Invitation for Bid for Supply of Food Testing Equipment for Mobile Food Testing Laboratories IFB No: KPFS&HFA/IFB/MFTE/2025-2026/-05 |
| ITB 19.1 | Deadline for bid submission: | Date: 11 th May 2026 Time: 01:00 PM |
| | Pre-bid Meeting | The bidders are required to submit their inputs / reservations on Bid Solicitation Documents including Technical Specifications, Criteria etc. to Procuring Entity in writing on or before Prebid meeting. Pre-bid meetings with the interested bidders will be held on: Date: 27 th April 2026 Time: 12:00 pm |



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| ITB Ref No | Title | Description |
|--|---|---|
| Opening and Evaluation of Bids | | |
| ITB 22.1 | Time, Date & Place for Technical Bid Opening: | The Technical bid opening will take place online on KP-EPADS on 11th May 2026 at 2:00 PM in the Conference Room of the Khyber Pakhtunkhwa Food Safety & Halal Food Authority, New C&W Building, Ground Floor, Khyber Road, Police Lines, Peshawar. |
| BID EVALUATION | | |
| ITB 23.1 | Clarification of Bids | The Procuring Entity may ask the Bidder in writing, only for clarification regarding the received documents in the bid. However, no change in the prices or substance of the bid shall be sought, offered, permitted or entertained. This communication shall be with the prior approval of chairman T&E committee. |
| ITB 25.3 | Criteria for bid evaluation: | Merit Point Evaluation (Single Stage Two Envelope) The items ranked highest in based on combined technical and financial evaluation) will be considered best evaluated bid and will be awarded contract. |
| ITB 25.4 (a) ITB 25.4 (b) | One option only. Delivery schedule. Relevant parameters in accordance with option selected: | |
| Option (i) Option (ii) Option (iii) | adjustment expressed as a percentage, or adjustment expressed in an amount in the currency of bid evaluation, or adjustment expressed in an amount in the currency of bid evaluation. | |
| ITB 25.4 (c) (ii) | Deviation in payment schedule. Annual interest rate. | |
| ITB 25.4 (d) | Cost of spare parts. <i>[Specify the applicable method—(i), (ii), or (iii)—and factors (e.g., number of years) and reference to the Appendix to</i> | |



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| ITB Ref No | Title | Description |
|---------------------|---|---|
| | <i>the Technical Specifications, as required.]</i> | |
| ITB 25.4 (e) | Spare parts and after sales service facilities in the Procuring Entity's country. <i>[Minimum service facilities and parts inventories or reference to the Technical Specifications.]</i> | |
| ITB 25.4 (f) | <p>Operating and maintenance costs. Factors for calculation of the life cycle cost:</p> <p>(i) number of years for life cycle <i>[it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods];</i></p> <p>(ii) operating costs <i>[e.g., fuel and/or other input, unit cost, and annual and total operational requirements];</i></p> <p>(iii) maintenance costs <i>[e.g., spare parts—without duplication of above Clause 25.4(d) requirements—and/or other inputs];</i> and</p> <p>(iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value.</p> <p>Or</p> <p>Reference to the methodology specified in the Technical Specifications or elsewhere in the Bid Solicitation Documents.</p> <p><i>[The contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]</i></p> | <p>(i) Number of years for life cycle: Five (05) Years</p> <p>(ii) Operating Costs: As provided under Financial Evaluation</p> |
| ITB 25.4 (g) | <p>Performance and productivity of equipment.</p> <p><i>[Specify the applicable procedure and the adjustment factor (in the currency used for bid evaluation, as applicable), as required. The adjustment factor should apply to the norm that shall be used and that shall either be specified in the Technical Specifications or shall be the value committed in the responsive bid with the best guaranteed performance or productivity; the contractual liquidated damages specified in the SCC shall be</i></p> | |



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| ITB Ref No | Title | Description |
|-----------------------------|---|--|
| | <i>higher than the evaluation advantage.]</i> | |
| ITB 25.4 (h) | Details on the evaluation method or reference to the Technical Specifications. | |
| ITB 25.4 Alternative | Specify the evaluation factors. <i>The method shall be used only when a more elaborate quantification is either impractical or unjustified due to the small value of the procurement.]</i> | <ul style="list-style-type: none"> • Quality • Conformity with specifications • Functionality • Bidders' Capacity & Capability • Bidders Experience • Delivery Period • Warranty Provisions • After Sale Service |
| CONTRACT AWARD | | |
| ITB 28.1 | Award Criteria: | As per Section 2 (1)(c)(i) of KPPRA Act 2012 The highest-ranking fair bid in accordance with the evaluation criteria set forth here in these bid solicitation documents. Highest Ranking fair bid is the bid i.e. Substantively responsive and Ranks 1st based on achieving highest combined Technical & Financial Evaluations Scores provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. |
| ITB 29.1 | Percentage for quantity increase or Decrease. | The Procuring Entity reserves the right at the time of contract award to increase or decrease, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. |
| ITB 33.1 | Performance Security | 10% of the total price of award of contract or as desired by the Procuring Entity at the time of contract |



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SECTION III. SPECIAL CONDITIONS OF CONTRACT



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SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Definitions (GCC Clause 1)

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

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

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

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

2. Country of Origin (GCC Clause 3)

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

3. Performance Security (GCC Clause 7)

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

4. Inspections and Tests (GCC Clause 8)

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

- a) Before the opening of the Financial Bid, immediately after the opening of technical bid, The Procuring Entity requires production and presentation of samples representing the offered equipment and Related services. The bidder shall arrange for demonstration of offered items within the period specified by the Procuring Entity, for verification and scoring of technical bids. The bidder may be prepared to do so by keeping one sample unit of the same make/model accessories ready at its disposal.
- b) The bidder will be required to demonstrate the performance and functionality of the offered equipment in line with the requirements of the sample evaluation. In case bidder failed to demonstrate the equipment in timely manner the Procuring Entity then the bidder will be required to demonstrate the technical specification or performance of the Equipment / Goods / items to the satisfaction of the technical committee or the Procuring Entity as it deems fit and appropriate. Bidder will also be required to provide such evidence that proves the conformity of technical & performance specification of the offered equipment. No claim for Goods/ items tested for quality will be entertained, costs of tests will be incurred by respective bidder.
- c) The bidder will be disqualified for competition, if Procuring Entity declare that the bidder’s offered equipment / goods/ items did not meet the mandatory technical & performance requirements



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during sample evaluation or the bidder did not provide evidence to satisfaction of the Technical Committee in case sample is not available.

- d) The Procuring Entity may also examine the original documents related to the fitness of the offered Goods / items in all respects including but not limited to Bill of Lading / Airway bill(s), Goods Declaration(s), Certificate/ Declaration of Conformity/ Compliances/ Analysis, invoice etc.
- e) Before acceptance of the Equipment / Goods/ items the Procuring Entity will inspect, test and, if necessary, reject the goods after the goods' have arrived at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Procuring Entity during sample evaluation as mentioned above.
- f) Samples will be returned immediately after award of the contract.
- g) Inspection and tests include but is not limited to:
 - Examine the original documents related to the fitness of the material of immediate container/s for storage and / or dispensing of the quoted Goods/ item/s, e.g., Certificate of Analysis, invoice, etc. of the material/s used in manufacturing.
 - Goods/ items will be examined and / or tested by Procuring Entity in a manner as deemed relevant and appropriate (including testing at specialized bodies). No claim for Goods/ items tested for quality will be entertained, costs of tests will be incurred by respective bidder.

5. Packing (GCC Clause 9)

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

Labelling on the on the primary packaging of each unit of equipment or on the primary packaging of multiple equipment should contain the following where applicable:

- For products supplied sterile or for single use disposable devices, the label should clearly state STERILE and/or DISPOSABLE or SINGLE USE (or equivalent harmonized symbols). Additionally, a date of expiry is to be stated with clear indication to expiry year and month before which the device is considered to be safe to use. In order to verify the stated shelf life, the date of manufacture must be included in the label.
- Label should include the used sterilization method where applicable.
- Information for particular storage conditions that apply (temperature, pressure, light, humidity, etc., as appropriate must read in the package (or equivalent harmonized symbols).
- Information for handling (e.g. warnings) or instructions for use, if applicable (or equivalent harmonized symbols).

6. Delivery and Documents (GCC Clause 10):



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

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

8. Insurance (GCC Clause 11)



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

9. Spare Parts (GCC Clause 14)

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

10. Warranty (GCC Clause 15)

Execution of Warranty Maintenance during warranty period will be the responsibility of the manufacturer / their authorized agent. An annual **optimal uptime of 95%** is considered as acceptable level of performance during the period of warranty.

Bidder/ Manufacturer will warrant that warranty for replacement of parts and equipment will be provided, no repairing warranty will be accepted.

The Procuring Entity shall promptly notify the bidder / manufacturer in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier / Manufacturer shall, with all reasonable speed, replace the defective Goods or parts thereof, without costs to the Procuring Entity.

Software and hardware up gradation of the computing system should be carried out as available during warranty period as desired by end user or as recommended by the manufacturer.

Bidder and/ or Manufacturer will guarantee the availability of spare parts and accessories for the system for the useful life of the equipment.

The bidder will provide the recommended preventive maintenance schedule of each of the equipment at the time of delivery.

The bidder will bound to execute the maintenance according to the manufacturer's recommended protocol and will replace the components / parts / kits recommended by the manufacturer for installation and Periodic Preventive maintenance.



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II. Guarantees: Unless otherwise specified in the Contract, in addition to and without limiting any other Guarantees, remedies or rights of Procuring Entity stated in or arising under the Contract, the Bidder guarantees and represents that:

- The goods are fit for the purposes for which such goods are specifically used and for purposes required by Procuring Entity. All equipment is of current manufacture and are of even quality and free from defects in design, workmanship, material and manufacture.
- The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- The equipment is new and unused, and conforms to the operational, functional, analytical characteristics required by Procuring Entity and offered by the bidder through the technical bid.
- During any period in which the Bidder's warranties are effective, upon notice by Procuring Entity that the Equipment/ items do not conform to the requirements of the Contract, the Bidder shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse Procuring Entity for the purchase price paid for the defective goods. In the event the Bidder fails to repair or replace defective or non-conforming goods within a reasonable time, Procuring Entity may replace or repair the goods and charge or debit the Bidder for all costs connected therewith or, if such replacement or repair is not practicable.
- The Bidder shall remain responsive to the needs of Procuring Entity for any services that may be required in connection with any of the Bidder's guarantees under the Contract.
- For equipment ordered, the bidder shall provide & maintain a Service Level reasonably constituted to handle requests from Procuring Entity's end users for technical assistance on maintenance, service repairs, and calibration of the Equipment/ item during warranty period without any additional cost.
- If the Bidder is not the original manufacturer of the goods, the Bidder shall provide Procuring Entity with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract.
- Bidder shall, in addition, comply with the guarantees associated with the performance and/or conformance specifications specified under the Contract. If, for reasons attributable to the bidder, these guarantees are not attained in whole or in part, the bidder shall, at its discretion, either:
 - a) Replace the equipment/ item in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance / conformance tests in accordance with GCC Clause 10, Or
 - b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5% per week of the total contract price for the first week, in case the supplier fails to deliver the required items by the second



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week, liquidated damages will be deducted at a rate equivalent to 1% per week up to a maximum deduction of 10% or less than of the total Contract price.

12. ACCEPTANCE OF GOODS: Under no circumstances shall Procuring Entity be required to accept any goods that do not conform to the technical specifications or requirements of the Contract. Procuring Entity may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall Procuring Entity be obligated to accept any goods unless and until Procuring Entity has had a reasonable opportunity to inspect the goods following delivery and all required inspection reports satisfactory to Procuring Entity have been provided. If the Contract specifies that Procuring Entity shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until Procuring Entity in fact provides such written acceptance. In no case shall payment by Procuring Entity in and of itself constitute acceptance of the goods.

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

- i. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements in accordance with the Price Schedule, the amount against the delivered goods and services or such other sum as may become payable under the provisions of this Contract.
- ii. A copy of General Sales Tax ("GST") Invoice showing the amount of sales tax, must be submitted along with the Invoice. In case, GST is not applicable, the Supplier shall provide the documentary evidence to the said effect.
- iii. Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.
- iv. All payments to the Supplier shall be made as per following schedule, upon satisfactory completion of delivery and fulfillment of documentary and Codal formalities:
- v. 100% payment shall be made as a one-time payment after the delivery, installation inspection and Acceptance Certificate issued by the Procuring Entity.
- vi. In case of an import, payment of local currency portion shall be made in Pak Rupees within thirty (30) days of presentation of claim supported by a Certificate from the Purchaser declaring that the Goods have been delivered and accepted and that all other contracted Services have been performed.
- vii. Payment will be released after deduction of applicable Stamp Duty and DPR.

14. Prices (GCC Clause 17)

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

15. Subcontracts (GCC Clause 21)

Subcontracts are not allowed.



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16. Liquidated Damages (GCC Clause 23)

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

17. Resolution of Disputes (GCC Clause 28)

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

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

18. Governing Language (GCC Clause 29)

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

19. Applicable Law (GCC Clause 30)

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

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

20. Notices (GCC Clause 31)

GCC 31.1—Procuring Entity's address for notice purposes: **Directorate General, Khyber Pakhtunkhwa Food Safety & Halaal Food Authority, Ground Floor New C&W Building, Police Lines, Khyber Road, Peshawar**

Telephone(s): +92-91-921295

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



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SECTION IV. SCHEDULE OF REQUIREMENTS



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SCHEDULE OF REQUIREMENTS

All bids must meet the Technical Specifications and performance requirements specified for each equipment below at **(Appendix-I) “Technical Specifications”**. Non-conformity of the offered equipment with Technical & performance specifications of equipment below at **(Appendix-I)** will be non-responsive and will be rejected.

1. All bidders must submit the technical specifications, performance specifications etc of offered equipment/ item.
2. For Equipment Valid Certifications of the following authorized regulatory bodies as well as any other relevant authorized regulatory body of Stringent Regulatory Authorities (**SRA**) countries that must cover the quoted equipment / items in its scope shall be acceptable:

| Regulatory authority | | Certification |
|----------------------|--|---|
| Canada | Health Canada | Device License |
| European Union | EC | 93/42/EC Medical Device Directive 98/79/EC IVD Directive |
| Japan | Japan Industrial Standards (JIS) | |
| USA | Food and Drug Administration (FDA) | |
| USA | U.S. Department of Agriculture (USDA) | |
| USA | Food Safety and Inspection Service (FSIS) | |
| ISO | International Organization for Standardization | ISO 9001, ISO 7218, ISO 17025:2017, ISO 9001:2000 |
| USA | Association of Official Agricultural Chemists (AOAC) | |

3. **Compliance with Regulatory Requirements:** The proposed equipment in response to the requirements here in these bid solicitation document must be from manufacturer who is legally registered to manufacture the particular device by their national regulatory authority and has valid manufacturing license. Any official clearance or legal certificates, (e.g. 510k/PMA clearance, CE certificates, or equivalent licenses shall be provided, where applicable).
4. **Instruction For Use/Product Manuals:** Instructions for use and/ or manuals original copy published by the manufacturer must be provided. The same shall be in English language or if published in another language then a translated version along with the original shall be provided.
5. **Training:** Successful bidder will be required to provide Training to staff regarding method development, usage and complete operation of instrument.
6. The Procuring Entity, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier’s capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence as well as information regarding offered Goods/ Equipment
7. All equipment in must be capable of integration through Application Programming Interface (API), Direct connectivity, Ethernet, Wifi, Bluetooth etc based connectivity with Procuring Entity’s LIMS and database.



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8. Bid must include a manufacturer's brochure or leaflet describing the equipment being offered along with data sheet of each equipment to enable offered specifications to be verified. All such documents shall be in English language or shall be translated to English language.
9. The item should be latest model of the equipment, and the bidder will ensure originality of the procurement channel as well as the item. Bidder shall provide the shipment trail of the quoted item from the manufacturing site till destination (*if required*).
10. The bidder shall submit information related to principal / manufacturer's approved service center / workshop. Warranty card must be provided for all equipment.
11. Successful Supplier shall ensure to complete the supply of the Goods/ items at the earliest but not later than as specified for each equipment in **Schedule of Requirements**.
12. Payment will be released after complete & successful delivery, satisfactory installation, and acceptance of equipment by the Inspection Committee of the Procuring Entity and upon issuance of satisfactory inspection report.
13. Alternative bids and Conditional Bids will be disqualified.
14. Origin of the Equipment i.e Manufacturing country along with Model No & Name of Manufacturer of the offered equipment must be provided.
15. The following inspections and tests shall be performed:
 - a) The supplier must have the required Goods/ Equipment inspected in the manufacturer's works by a competent authority and submit a test certificate and also a guarantee/ warranty certificate that the required Goods/ Equipment conform to written specifications.
 - b) Procuring Entity through its representatives may decide to inspect and/or test any or all item of the required Goods/ Equipment to confirm their conformity to the contract, prior to dispatch from the supplier(s) premises. Such inspection and clearance will not prejudice the right of the Procuring Entity to inspect and test the required Goods/ Equipment on receipt at destination.
16. If the required Goods/ Equipment failed to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective required Goods/ Equipment to the satisfaction of the Procuring Entity.
17. **Accessories:** The Supplier shall provide Original Equipment/ Manufacturer's standard accessories/tools as well as all the accessories stipulated in the Technical Specification as a part of the equipment/.
18. **Consumables during Commissioning:** Supplier shall prepare & provide free of cost sufficient quantity of reagents, test piece, etc. required or consumed during commissioning, training of the installed equipment/ including instructions on operation and maintenance, wherever applicable.
19. Unloading at the port, customs clearance, inland transportation, unloading and unpacking at site, assembling and installation, testing, commissioning and instructions on site including labor and any



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equipment to be used during installation, and documentation shall be borne by the supplier/authorized representative in Pakistan.

20. **Installation and Inspection:** Each equipment must be supplied with certificate of Calibration issued by Lab / organization that must be ISO/IEC 17025 accredited for Calibration of the specific equipment offered by bidder by PNAC or any other body allowed.



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LIST OF REQUIRED FOOD TESTING EQUIPMENT

| Sno | Item Name | Quantity |
|-----|---|----------|
| 1 | Milk Analyzer | 12 |
| 2 | Handheld Refractometer (Range Brix: 0-90%) manual | 10 |
| 3 | Handheld Refractometer (Range Brix: 0-53%) manual | 10 |
| 4 | Oil Testometer | 15 |
| 5 | Digital Thermometer Portable | 07 |
| 6 | Arsenic testing Kit | 08 |
| 7 | Portable TDS Meter | 12 |
| 8 | Green Test Eco 6 (Nitrate Analyzer) | 01 |
| 9 | Grain Analyzer | 12 |
| 10 | CO ₂ Gas Value Tester | 12 |
| 11 | Portable Meat Analyzer | 02 |
| 12 | Portable Meat Moisture Meter | 02 |



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TECHNICAL SPECIFICATIONS

MILK ANALYZER

| Specifications | Requirements |
|---------------------------|---|
| Application: | Quick analyses of milk and liquid dairy products as: Cow milk, Mix Milk UHT milk, Sheep milk, Goat milk, Buffalo milk, Camel milk, Whey, Cream. |
| Principle Working Scheme: | Two pumps. One for aspiration of sample and the second one for automatic cleaning. |
| Technology: | High-end ultrasonic technology for analyzing any kind of milk |
| Measuring Parameters: | Fat, Solid-non-fat (SNF), Density, Protein, Lactose, Milk sample temperature, Added water, Salts, Freezing point, pH, Conductivity |
| Measuring Range: | |
| Fat: | 0.01% to 25% |
| SNF (Solids Non Fat): | from 3% to 40% |
| Density | from 1000 to 1160 kg/ m ³ |
| Protein | from 2% to 15% |
| Lactose | from 0.01% to 20% |
| Added Water | from 0% to 70% |
| Sample Temperature | from 1°C to 42°C |
| Freezing Point | from -0.400°C to -0,7°C |
| Salts | from 0.4% to 4% |
| pH | from 0 to 14 |
| Conductivity | from 3 to 14 (mS/cm) |
| Measuring Accuracy | |
| Fat: | ± 0.1% |
| SNF (Solids Non Fat) | ± 0.15% |
| Density | ± 0.3 kg/ m ³ |
| Protein | ± 0,15% |
| Lactose | ± 0.2% |
| Added Water | ± 3.0% |
| Sample Temperature | ± 1°C |
| Freezing Point | ± 0.05°C |
| Salts | ± 0.05% |
| pH | ± 0.05% |
| Conductivity | ± 0.1 (mS/cm) |
| Device connection | USB / Bluetooth / Wi-Fi / Ethernet interfaces |
| Ports | USB port with flash drive, keyboard & mouse support, HDMI Port |
| Training | The supplier must carry out successful Installation at the laboratory premises (where ever the system has to be installed) and provide on-site comprehensive training for a minimum of two scientific personnel operating the system till customer satisfaction |
| Construction | Robust, easy-to-clean stainless steel or high-durability plastic housing. |



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MILK ANALYZER

| Specifications | Requirements |
|--------------------------------|--|
| List of Spares and Accessories | List of all the spares and accessories (including minor) with part numbers and price, required for maintenance and repairs in future after guarantee/warranty period should be attached |
| Quality Requirement | Product quality certificate must be provided, product shall be compliant with FDA/ CE/ ISO/ AOAC compliance and / or certification standards. Electrical safety conforms to the standards for electrical safety IEC - General requirements Certified to be compliant with IEC for safety. Necessary certificate for quality standards from national/ international bodies shall be provided. |
| Supplier / Manufacturer | Shall be ISO certified for Quality. |
| Compliance statement | The quote should also include a compliance statement vis-à-vis specifications in a “tabular form” as per template provided clearly stating the compliance and giving justification, if any supported by technical literature. This statement must be signed, with the company seal, for its authenticity and acceptance that any incorrect or ambiguous information found submitted will result in disqualification. |

HANDHELD REFRACTOMETER (0 TO 53%) BRIX

| Specifications | Requirements |
|----------------|--|
| Application: | Analogue / Manual handheld refractometer for measurement of Brix level in aqueous solutions. Refractometer shall be made of high-quality material and must be water resistant. |
| Range (Brix) | 0.0 to 53.0% |
| Accuracy | ± 0.2% |
| Minimum Scale | 0.2% |

HANDHELD REFRACTOMETER (0 TO 90%) BRIX

| Specifications | Requirements |
|----------------|--|
| Application: | Analogue / Manual handheld refractometer for measurement of Brix level in aqueous solutions. Refractometer shall be made of high-quality material and must be water resistant. |
| Range (Brix) | 0.0 to 90.0% |
| Accuracy | ±1.0% |
| Minimum Scale | ±1.0% |



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OIL TESTOMETER

Performance Indicators

Requirements

Application: The device shall determine the total content of polar compounds resulting from oxidation (including free fatty acids, low-molecular-weight decomposition products, and polymerized substances). It shall indicate when TPM reaches or exceeds the acceptable upper limit of frying oils.

The device shall measure the acid value as an index of free fatty acids generated by hydrolysis, suitable for evaluating the degree of oil oxidation.

The device shall quantify carbonyl compounds (aldehydes and ketones) produced during thermal oxidation, which serve as sensitive indicators of oil degradation and odor impact. The measurement shall reflect small threshold changes that affect oil smell.

The device shall assess peroxide formation resulting from unsaturated fatty acid oxidation upon exposure to air. For frying oil applications, the measurement shall focus on indicators of decomposition or polymerization rather than hydroperoxide concentration alone.

| | |
|--|---|
| Parameters Tested | (i) TPM (ii) Acid Value (iii) Carbonyl Value (iv) Peroxide Value |
| Measurement Range | |
| Total Polar Material (TPM) 0 to 225°C / 32 to 437°F | 0.5 to 40.0% |
| Acid Value | 0.00 to 9.99 |
| Temperature | 0 to 225°C / 32 to 437°F |
| Resolution | |
| Total Polar Material (TPM) 40 to 190°C | 0.5% |
| Acid Value | 0.01 |
| Temperature | 1°C / 1°F |
| Accuracy | |
| Total Polar Material (TPM) 40 to 190°C | ±2.0% |
| Acid Value | ±0.2 (Varies with user's scale setting.) |
| Temperature | ±1°C / ±2°F |
| Temperature compensation | 0 to 225°C / 32 to 437°F |
| Operating humidity | 0 to +90 %rH |
| Reaction Time: | Approx. 30 sec |
| Operating Temperature: | 32° to 122 °F / 0 to +50 °C |
| Recommendations or Warnings | Any warning signs should be adequately displayed |



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HANDHELD DIGITAL PROBE THERMOMETER

| Specifications | Requirements | |
|-------------------------------------|------------------------|---------------------|
| Temperature accuracy | Above -100°C | E Type |
| Below -100°C | E Type | Below -100°C |
| Temperature | E-type | -150°C to 1000°C |
| Temperature scale | ITS-90 | |
| Applicable standards | NIST-175 | |
| Display Resolution | 0.1°C, 0.1 K < 1000 | |
| | 1°C, 1 K ≥ 1000 | |
| Environmental Specifications | | |
| Operating temperature | -10°C to 50°C | |
| Storage temperature | -40°C to 60°C | |
| Humidity (without condensation) | 0% to 90%; 0°C to 35°C | |
| | 0% to 70%; 0°C to 50°C | |

POCKET TDS TESTER

| Specification | Detail |
|--------------------------|------------------------------------|
| Type | TDS Tester |
| Accuracy | ±2% Full scale |
| Dimensions | approx. 140 x 30 x 20 mm |
| Display | Digital LCD |
| Measurement range | 0 to 9990 ppm (mg/l) |
| Power supply | 1 x 1.5v button battery (included) |
| Resolution | 1 ppm |
| Temperature Compensation | automatic, 0 to 50 °c |

NITRATE ANALYZER

| Specification | Detail |
|----------------------------|--|
| Application | Measures Nitrate Content in Vegetables, Fruit, Meat, Fish and measures background radiation levels |
| Measure TDS in Water | Yes |
| Nitrate Measuring Range | 0 – 9999 mg/kg |
| Background Radiation Range | 0 – 9.99 usv/h (999.9 ur/h) |
| Water Hardness Range | 0 – 9999 mg/l |
| Measuring Time | 3 Seconds |
| Measuring Inaccuracy | <10% |
| Battery Capacity | 720 mAh |
| Operating Temperature | 0 to 60°C |



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ARSENIC TESTING KIT

| Specification | Requirement / Detail |
|--------------------------|--|
| Product Type | Portable, field-deployable test kit for semi-quantitative determination of total inorganic arsenic (As^{3+} and As^{5+}) in water |
| Application | Suitable for field and laboratory screening of drinking water, groundwater, and process water for arsenic contamination |
| Detection Parameter | Total inorganic arsenic |
| Detection Range | Broad measurement range covering low to high contamination levels (minimum up to 1.0 mg/L), with adequate resolution to detect concentrations at or below 10 μ g/L |
| Limit of Detection (LOD) | $\leq 10 \mu$ g/L (ppb) |
| Measurement Resolution | Graduated color scale or equivalent detection system capable of distinguishing concentration levels at or below 10 μ g/L and across the specified range |
| Test Duration | ≤ 15 minutes from sample preparation to result |
| Sample Volume | Approximately 50 mL (± 10 mL tolerance acceptable) |
| Reagent Type | Pre-measured reagents (powder, tablet, or equivalent form) designed to minimize handling errors and ensure consistent performance |
| Detection Method | Colorimetric or equivalent field-suitable analytical method capable of producing a stable and measurable response proportional to arsenic concentration |
| Indicator System | Visual indicator (e.g., colorimetric test strip, sensor pad, or equivalent) providing clear and stable color change corresponding to arsenic concentration |
| Included Accessories | Complete kit including reaction vessels (with volume markings), calibrated comparison chart or equivalent measurement aid, and all necessary components to perform testing without external laboratory equipment |
| Safety Features | Design shall minimize operator exposure to hazardous substances and gases; kit shall be safe for routine field use with appropriate safety instructions and materials |
| User Skill Level | Operable by non-technical personnel with minimal training; no requirement for external power supply, batteries, or analytical instruments |
| Storage Conditions | Stable under storage conditions of 2°C to 30°C or as per manufacturer's validated stability data |
| Humidity Tolerance | Suitable for operation in relative humidity up to 90% (non-condensing) |
| Interference Management | Kit shall include documented procedures or built-in provisions to address common interferences (e.g., sulfide, iron, phosphate) affecting arsenic determination |



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ARSENIC TESTING KIT

| Specification | Requirement / Detail |
|---------------------------------------|--|
| Validation / Performance Verification | Performance shall be validated through recognized international/national verification programs, accredited laboratory validation, or peer-reviewed studies |
| Method Correlation | Demonstrated correlation $\geq 95\%$ with reference analytical methods such as ICP-MS or Hydride Generation AAS, supported by validation data |
| Regulatory Compliance | Capable of detecting arsenic at or below applicable drinking water standards (e.g., WHO guideline value of 10 $\mu\text{g/L}$ or national standards) |
| Shelf Life | Minimum shelf life of 18–24 months under recommended storage conditions at the time of delivery |
| Quality Assurance | Each batch/lot shall be accompanied by quality control certificate and performance data |

Portable Grain Analyzer (NIR-Based Multi-Parameter System)

| Specification | Requirement / Detail |
|------------------------|---|
| Product Type | Grain Analyzer based on Near Infrared (NIR) spectroscopy or equivalent rapid, non-destructive analytical technology |
| Application | Determination of quality parameters in cereals, pulses, and oilseeds for regulatory inspection, monitoring, and food safety evaluation |
| Sample Type | Whole grains including wheat, rice, maize, barley, pulses, and oilseeds without extensive sample preparation |
| Sample Size | The analyzer shall operate on whole grain samples without extensive preparation. The instrument shall support a sample size within the range of: ≥ 3 grams to ≤ 400 mL (or equivalent mass/volume), depending on the measurement principle. For systems using sample sizes ≤ 10 grams, the bidder shall provide validated evidence demonstrating equivalent accuracy ($\geq 95\%$ correlation with reference methods), repeatability ($\text{CV} \leq 1\%$), and robustness against sampling variability. |
| Parameters | Moisture, Protein, Oil content depending on product. additional parameters (e.g., starch, fibre, test weight) preferred |
| Measurement Principle | Rapid, multi-parameter analysis using NIR transmittance/reflectance or equivalent technology with minimal operator intervention. Capable of accurately representing grain composition |
| Analysis Time | ≤ 3 minutes per sample |
| Accuracy / Performance | Results shall demonstrate high correlation ($\geq 95\%$) with standard reference methods (e.g., Kjeldahl, Soxhlet), supported by validation data |



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Portable Grain Analyzer (NIR-Based Multi-Parameter System)

| Specification | Requirement / Detail |
|-------------------------|--|
| Repeatability | Coefficient of variation (CV) \leq 1% for major parameters under repeat conditions |
| Calibration | Pre-calibrated with multi-commodity models; capability for calibration updates and validation |
| Sample Preparation | Minimal or no grinding required |
| Throughput | Suitable for routine regulatory testing (minimum 20–30 samples per day) |
| Data Output | Digital display of results with capability for data export (USB, Ethernet, or equivalent interface) |
| Data Management | Storage, retrieval, and transfer of data; compatibility with external systems (e.g., LIMS) preferred |
| User Interface | User-friendly interface suitable for trained laboratory and field personnel |
| Power Requirement | Operable on standard AC power; portable or battery-supported operation preferred |
| Operating Conditions | Temperature range: 0°C to 45°C; humidity up to 90% non-condensing |
| Validation / Acceptance | Performance supported by international usage, validation studies, or acceptance in regulatory or grain quality systems |
| Safety | Safe operation without use of hazardous chemicals or reagents |
| Maintenance | Low maintenance with provision for routine calibration verification and local supplier support |
| Quality Assurance | Instrument shall support periodic verification using reference samples or standard materials |
| Accessories | Complete system with sample presentation module, sample containers, and all necessary accessories for operation |
| Documentation | User manuals, calibration documentation, validation reports, and operational guidelines shall be provided |
| Warranty | Minimum 1-year comprehensive warranty with after-sales support |

CO₂ GAS TESTER

| Parameters | Measuring Range | Accuracy |
|-------------------------|-------------------------|------------------------|
| CO ₂ Volume | 0.0 to 10.0 Volumes | \pm 0.1 Vol |
| Pressure | 0 to 100 psi (0–7 bar) | \pm 1% of full scale |
| Temperature | 0°C to 50°C | \pm 1°C |
| Gas Volume (Calculated) | 0 to 10 Vol | \pm 0.1 Vol |
| Resolution | 0.01 Vol | |
| Material (Chamber) | Stainless Steel | |
| Gauge Type | Analog / Digital | |
| Sample Type | Carbonated beverages | |
| Operation | Manual / Semi-automatic | |



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CO₂ GAS TESTER

| Parameters | Measuring Range | Accuracy |
|---------------------|---|----------|
| Calibration | Standard calibration kit | |
| Key Features | <ul style="list-style-type: none"> Measures dissolved CO₂ in soft drinks, beer, and sparkling beverages. Works on pressure–temperature relationship principle. Portable and easy to use in field or lab. Durable stainless-steel piercing device | |
| Common Applications | <ul style="list-style-type: none"> Beverage Industry (Soft Drinks, Soda, Beer). Quality Control Laboratories Dairy and Food Processing Units. | |

PORTABLE MEAT MOISTURE METER

| Specification | Requirements |
|--------------------------------|--|
| Measurement Object | Poultry meat (pork, beef, lamb, chicken, etc.) |
| Moisture Measurement Range | 10% to 90% |
| Sampling Time | < 2s |
| Measurement Error In The Range | 70 to 78% ≤ 1.0% |
| Repeatability In The Range | 70 to 78% ≤ 0.5% |
| Display | 3 LCD (with back light) |
| Ambient Temperature | -5 to 60°C |
| Humidity | < 90% RH |
| Supply Voltage | 9V (6F22 battery stack 1, must be bought separately) |
| Power Consumption | approx. 45 mW |
| Dimension | 180 × 50 × 28 mm |
| Net Weight | 240g |
| Gross Weight | 650g |

PORTABLE MEAT ANALYZER

| Specification | Requirement / Detail |
|------------------------|---|
| Product Type | Portable meat analyzer based on Near Infrared (NIR) spectroscopy or equivalent rapid, non-destructive analytical technology |
| Application | Rapid determination of quality, composition, and safety-related parameters in meat and meat products for regulatory inspection and surveillance |
| Sample Type | Fresh meat, minced meat, processed meat products (beef, mutton, poultry, and equivalent matrices) |
| Measurement Principle | Non-destructive multi-parameter analysis using NIR reflectance/transmittance or equivalent validated technology |
| Parameters | Minimum: Moisture, Protein, Fat; additional parameters (e.g., collagen, salt, adulteration indicators) preferred |
| Analysis Time | ≤ 2–5 minutes per sample |
| Accuracy / Performance | Results shall demonstrate ≥ 95% correlation with reference laboratory methods (e.g., AOAC/ISO methods), supported by validation data |
| Repeatability | Coefficient of variation (CV) ≤ 2% for major parameters under repeat measurements |



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PORTABLE MEAT ANALYZER

| Specification | Requirement / Detail |
|----------------------------|---|
| Calibration | Pre-loaded multi-matrix calibration models for meat types with capability for updates and expansion |
| Sample Preparation | Minimal preparation required; no chemical reagents or digestion steps |
| Sample Size | Small sample footprint (typically 5–100 grams or surface scan equivalent), sufficient to ensure representative measurement of meat matrix |
| Data Output | Digital display with ability to export results via USB, Bluetooth, Wi-Fi, or equivalent interface |
| Data Management | Internal storage with capability for data retrieval, export, and integration with LIMS or inspection reporting systems |
| User Interface | Simple, field-operable interface suitable for inspectors with minimal technical training |
| Power Requirement | Battery-operated with rechargeable system; AC charging support preferred |
| Operating Conditions | Temperature: 0°C to 45°C; Humidity: up to 90% non-condensing |
| Portability | Handheld or lightweight portable design suitable for field inspection use |
| Validation / Certification | Performance validated through recognized international standards, peer-reviewed studies, or accredited laboratory verification |
| Safety | Safe operation without use of hazardous chemicals or reagents |
| Throughput | Suitable for field inspection use (minimum 20–30 samples/day under routine conditions) |
| Maintenance | Low maintenance with vendor-supported calibration updates and service support |
| Quality Assurance | Instrument shall support periodic verification using certified reference materials or control samples |
| Accessories | Complete system including sample interface accessories, protective casing, chargers, and operational toolkit |
| Documentation | Full user manuals, calibration methodology, validation reports, and operational SOPs |



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SECTION V QUALIFICATION AND EVALUATION CRITERIA



GOVERNMENT OF KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY



QUALIFICATION CRITERIA (MUST MEET CRITERIA)

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

i. Verification:

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

ii. Compliance to Agreement:

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

iii. Authorization:

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

iv. Registration of firm/company:

Company/Firm must be in operation minimum for Three (03) years. Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan Registered as a legal entity authorized to enter into contracts for provision of services and goods. As a proof, the bidder should provide a certified copy of Certificate of Incorporation or other documents setting forth the legal basis of the company.

v. Tax Registration:

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

- a Valid Income Tax Registration
b Valid General Sales Tax Registration
c Bidder must be active taxpayer and listed as an active taxpayer on the respective websites of relevant taxation authorities.
d As per **Rule No (37)(A) of KPPRA Rules 2014** For Service Level Agreement All bidders are required to be registered with the Khyber Pakhtunkhwa Revenue Authority (**KPRA**), established under the Khyber Pakhtunkhwa Finance Act, 2013 (Khyber Pakhtunkhwa Act No. XXI of 2013

vii. Bid Security:

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

viii. Price/Bid Validity:

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

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

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



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equipment and parts shall be done during the warranty period.

- b. That the bidder / firm has clearly mentioned all durables, consumables, re-agents etc if required for any equipment for optimum performance & functionality of equipment.
- c. That the country of origin of equipment is mentioned clearly and correct along with Brand / Manufacturer's Name.
- d. Accessories as a part and parcel of the equipment are clearly mentioned and provided.
- e. That the Bidder will provide Warranty for replacement of parts during the warranty period and will provide after sales services beyond the period of warranty.
- f. That the firm is never blacklisted on any grounds whatsoever by any of Provincial or Federal Government Department, Entity, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- g. That bidder has declared Conflict of Interest (*if any*), along with Bid Solicitation Documents.
- h. That the Bidder will only provide Fresh, New and Genuine Goods / Items.



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TECHNICAL EVALUATION METHODOLOGY (WEIGHT=70)

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

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

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

SCORING AND WEIGHTING PRINCIPLES

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

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

FINANCIAL EVALUATION CRITERIA – LIFE CYCLE COSTING (LCC)

In accordance with **KPPRA Rule 2(1)(f) "Best Evaluated Bid"** and the principle of **Value for Money**, the financial evaluation shall be based on the **Total Life Cycle Cost (LCC)**. This ensures that the Procuring Entity considers not only the initial purchase price but also the long-term sustainability, maintenance, and operating efficiency of the equipment over its useful life.

Evaluation Period

The Life Cycle Cost shall be calculated over a period of **Five (05) Years**, starting from the date of successful installation and commissioning.



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Calculation of Life Cycle Cost of an Equipment:

The **Equipment Price offered** shall be the Net Present Value (NPV) of the acquisition and recurring costs. All future costs (Maintenance and Operations) will be discounted to their present value using the formula below:

Formula:

$$\text{Equipment Price Offered} = C_0 + \sum_{x=1}^n \frac{(M_x + O_x)}{(1 + d)^x}$$

Where:

- **Equipment Price Offered:** Evaluated Equipment Price (Net Present Value).
- **C₀:** Total One-Time Acquisition Cost.
- **M_x:** Recurring Maintenance & Calibration Cost for year *x* (CMC, labor, travel).
- **O_x:** Recurring Operational & Consumable Cost for year *x*
- **d:** Discount Rate (10% per annum).
- **n:** Evaluation Period (5 Years).

Components of Life Cycle Costs:

Following is an example of specific Operating & Maintenance costs of each equipment. Bidders must include the cost of the following specific components in their financial proposal. Any additional component not covered here shall be added by the bidders for the specific equipment offered. Failure to quote for these items will result in the Procuring Entity applying the highest price quoted by other bidders for that component for evaluation purposes.

| Sno | Item Name | Specific Operating & Consumable Components (Annual) | Specific Maintenance & Service Parts (Life Cycle) |
|-----|-------------------------------|---|--|
| 1 | Milk Analyzer | Fat/SNF reference solutions, alkaline/acid detergents, NIST-traceable buffers, printer paper. | Pump tubing, peristaltic pump maintenance, ultrasonic transducer, optical cell cleaning, electronic repairs. |
| 2 | Handheld Refractometer | Distilled water for zero-setting, lint-free prism wipes, refractive index standard fluids. | Prism surface re-polishing/ replacement, adjustment screw maintenance, protective casing. |
| 3 | Oil Testometer | Isopropanol cleaning solvents, calibration standard oils. | Capacitive sensor probe replacement, battery compartment seals, performance verification. |
| 4 | Nitrate Analyzer | High-recurring reagent kits, calibration standards, battery charging/ replacement. | Dual-probe nitrate sensor replacement, firmware updates, optical system cleaning. |



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| Sno | Item Name | Specific Operating & Consumable Components (Annual) | Specific Maintenance & Service Parts (Life Cycle) |
|-----|-------------------------------|--|---|
| 5 | Grain Analyzer | Calibration datasets, specialized cleaning brushes, software database subscriptions. | NIR Lamp replacement, internal calibration standards, motor/moving part lubrication. |
| 6 | CO2 Gas Value Tester | CO2 absorption reagents, sealing gaskets, specialized cleaning agents. | Pressure gauge calibration, valve seal replacements, chamber integrity testing. |
| 7 | Portable Meat Analyzer | NIR database models, specialized sample preparation kits, protein/fat reagents. | Optical probe maintenance, sensor recalibration, internal rechargeable battery pack. |
| 8 | Meat Moisture Meter | Electrode cleaning solutions, replacement battery sets. | Stainless steel electrode pins/probes, annual calibration against reference moisture. |

6. Determination of Financial Score

The financial score for each responsive bid shall be calculated as follows:

$$\text{Financial Score} = (\text{Lowest Quoted price} / \text{Price Under Evaluation}) \times 30$$

- The bidder with the **Lowest Quoted price** shall receive the maximum financial score of **30**.

7. Mandatory Table for LCC Submission

Bidders are required to fill out the following table for each item/lot to facilitate LCC evaluation:

| Year | Maintenance & Calibration Cost (M_x) | Operational & Consumables Cost (O_x) | Total Annual Recurring Cost |
|---------------|--|--|------------------------------|
| Year 1 | Quoted CMC Cost | Quoted Consumables Cost | |
| Year 2 | Quoted CMC Cost | Quoted Consumables Cost | |
| Year 3 | Quoted CMC Cost | Quoted Consumables Cost | |
| Year 4 | Quoted CMC Cost | Quoted Consumables Cost | |
| Year 5 | Quoted CMC Cost | Quoted Consumables Cost | |
| TOTAL | | | (For NPV Calculation) |



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TECHNICAL EVALUATION CRITERIA (WEIGHT=70)

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

| SNO | CATEGORY | WEIGHT | CRITERIA FOR SCORE | SCORES |
|-----|---|-----------|---|--------|
| 1 | Equipment Quality | 40 | | |
| a | Product Quality | 10 | Proposed equipment is registered & certified with at least one recognized international quality standard (e.g., US-FDA, ISO, AOAC, or equivalent). | 10 |
| | | | Proposed equipment is not certified with any international accreditation body. | 0 |
| b | Compliance Conformity with Requirements: <i>(Minor deviations may be accommodated up to 3, subject to the condition that main function and performance in any aspect would not be affected. More than 3 minor deviations will be considered as major deviation and the bidder will be considered as non-responsive for the quoted item. (One mark for each minor deviation will be deducted)</i> | 30 | a) Fully compliant with required specifications additional beneficial features & performance enhancements provided | 30 |
| | | | b) Fully compliant with required specifications having no additional beneficial features & performance enhancements | 25 |
| | | | c) Partially Compliant with required specifications with minor deviations (up to 1) | 24 |
| | | | d) Partially Compliant with required specifications with minor deviations (up to 2) | 23 |
| | | | e) Partially Compliant with required specifications with minor deviations (up to 3) | 22 |
| | | | f) Non-Compliant Minor deviations exceeding (3) and/or Major Deviation (1) | 0 |
| 2 | Manufacturer / Principle Quality Certification | 10 | a) Manufacturer and Manufacturing site of offered equipment is registered & certified for Quality Management, ISO 9001:2015 or equivalent from PNAC / IAF accredited body | 10 |
| | | | b) No required certificate submitted | 0 |



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| SNO | CATEGORY | WEIGHT | CRITERIA FOR SCORE | SCORES |
|-----|--|-----------|---|--------|
| 3 | Bidders / Firms capacity & Capability | 30 | | |
| a | Audit Reports / Liquidity Ratio: Current ratio (<i>Current Assets/ Current liabilities</i>) | 5 | a) Audit reports of last consecutive 3 years and showing Average "Current Ratio > 1" for the last Three consecutive Years | 5 |
| | | | b) Audit reports of less than 3 last consecutive years submitted and / or Average "Current Ratio < 1" for the last consecutive 03 Years | 0 |
| b | Bidder's / firm's Quality Management Certification | 10 | Valid ISO 9001 Quality Management Certificate of the firm / bidder from PNAC accredited body | 10 |
| | | | No Quality Management certificate is submitted | 0 |
| c | Bidder's / firms Satisfactory Supply Completion (<i>Certificate from Institutions/ Laboratories (Government, Semi Government or Private), for completion of supply. Certificate and supply shall not be older than past 07 years</i>) | 10 | a) 05 supply completion certificates submitted issued by purchaser of Semi Government and / or Government Departments for supplying similar goods under similar nature and / or type of contract. | 10 |
| | | | b) 04 supply completion certificates submitted issued by purchaser of Semi Government and / or Government Departments for supplying similar goods under similar nature and / or type of contract | 8 |
| | | | c) 03 supply completion certificates submitted issued by purchaser of Semi Government and / or Government Departments for supplying similar goods under similar nature and / or type of contract | 6 |
| | | | d) 02 supply completion certificates submitted issued by purchaser of Semi Government and / or Government Departments for supplying similar goods under similar nature and / or type of contract | 4 |
| | | | e) 01 supply completion certificates submitted issued by purchaser of Semi Government and / or Government Departments for supplying similar goods under similar nature and / or type of contract | 2 |



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| SNO | CATEGORY | WEIGHT | CRITERIA FOR SCORE | SCORES |
|----------|--|------------|--|--------|
| | | | f) Zero (0) score will be awarded for no submission by the bidder. | 0 |
| 4 | Delivery Period | 10 | a) Delivery of equipment confirmed within Ten (10) days of issuance of purchase order. | 10 |
| | | | b) Delivery of equipment confirmed within fifteen (15) days of issuance of purchase order. | 6 |
| | | | c) Delivery of equipment confirmed within Thirty (30) days of issuance of purchase order. | 2 |
| 5 | Scope of Services | 10 | | |
| a | Technical Support & After Sales Services | 5 | a) Bidder / firm has manufacturer's approved Workshop / Service Centre facility and personnel trained by manufacturer for after sales service. | 5 |
| | | | b) Bidder / firm has manufacturer's approved Workshop / Service Centre facility but no manufacturer trained personnel for after sales service. | 2 |
| b | Functional local Office | 5 | Bidder / Firm has functional office within Peshawar | 5 |
| | | | Bidder / Firm has functional office outside Peshawar within Pakistan | 2 |
| | Total Weight: Criteria (i + ii + iii + iv + v + vi) = | 100 | | |



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SECTION VI SAMPLE FORMS



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ANNEX-A

TECHNICAL BID FORM I

Bidder's Ref No.

Letter of Intention

Name of the Contract: { _____ }

To: [_____]

Dear Sir,

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

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

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

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

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

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

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

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



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ANNEX-C

PERFORMANCE SECURITY FORM

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

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]



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ANNEX-D

MANUFACTURER'S AUTHORIZATION FORM

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

To: Khyber Pakhtunkhwa Food Safety & Halal Food Authority

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

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

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

[signature for and on behalf of Manufacturer]

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



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INTEGRITY PACT

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

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

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:[Seal]

Signature:{Seal}