KHYBER PAKHTUNKHWA FOOD SAFETY & HALAL FOOD AUTHORITY

BID SOLICITATION DOCUMENTS FOR FABRICATION OF VEHICLES (VANS) FOR ESTABLISHMENT OF MOBILE FOOD TESTING LABORATORIES

IFB No. DG(KPFS&HFA)/EMFTL/2026-2027/02
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Part One - Section I (Instructions to Bidders)

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Instructions to Bidders

A. Introduction		
1. Source of Funds	1.1	The Procuring Entity has received Provincial Government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
	1.2	The funds referred to above in addition shall be "Public Fund" which according to 2 (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 KPP 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(1) KPP Rules 2014.
3. Eligible Goods and Services	3.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
	3.2	For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of goods and services is distinct from the nationality of the Bidder.
4. Cost of Bidding	4.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring 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: 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) and f) Description of Assets g) Technical Specifications h) Bid Form and Price Schedules i) Bid Security Form j) Contract Form k) Performance Security Form l) Manufacturer's Authorization Form
	5.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of

		its bid.
6. Clarification of Bidding Documents	6.1	An interested Bidder requiring any clarification of the bidding documents may notify the Procuring Entity in writing. The Bidding Procuring Entity will respond in writing to any request for Document's clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
7. Amendment of Bidding Documents	7.1	At any time prior to the deadline for submission of bids, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.
	7.2	All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
	7.3	In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of bids.
		C. Preparation of Bids
8. Language of Bid	8.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
9. Documents Comprising the Bid	9.1	The bid prepared by the Bidder shall comprise the following components: 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.
	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	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: 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 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 firm/bidder/Bidder who submits the bid][1]
	15.2	The bid security is required to protect the Procuring Entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
	15.3	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.
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 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.
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	25.1	The Procuring Entity will evaluate and compare the bids which have

Comparison of Bids		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; 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/or g. other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
	25.4	For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet: 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. 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. or ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this

range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

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

c. Deviation in payment schedule:

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

or

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

d. Cost of spare parts.

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

or

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

or

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

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.

f. Operating and maintenance costs.

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

g. Performance and productivity of the equipment.

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

or

ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical

		Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications. h. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
Alternative	25.4	25.4 Merit Point System: 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
		[In the Bid Data Sheet, choose from the range of]
		Evaluated price of the goods — 60 to 90
		Cost of common list spare parts — 0 to 20
		Technical features, and maintenance and operating costs — 0 to 20
		Availability of service and spare parts — 0 to 20
		Standardization — 0 to 20
		Total — 100
		The bid scoring the highest number of points will be deemed to be the Highest-Ranking fair bid.
26. Contacting the Procuring Entity	26.1	Subject to ITB Clause 23, no Bidder shall contact the Procuring Entity on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Entity, it should do so in writing.
	26.2	Any effort by a Bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
		F. Award of Contract
27. post-qualification	27.1	In the absence of prequalification, the Procuring Entity will determine to its satisfaction whether the Bidder that is selected as having submitted the Highest-ranking fair bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

	27.2	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate.
	27.3	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring Entity will proceed to the next highest ranking fair bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
28. Award Criteria	28.1	Subject to ITB Clause 30, the Procuring Entity will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the Highest-ranking fair bid as defined in Section-2(1)(c)(i) of KPPRA Act 2012, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
	28.2	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 Highest Quoted Bid in accordance with Rule No. 50(D)(7) of KPPRA Rules 2014 (Amendments) 2022. Provided that bid price is not below the reserve price.
29. Procuring Entity's Right to Vary Quantities at Time of Award	29.1	The Procuring Entity reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
30. Procuring Entity's Right to Accept any Bid and to Reject any or All Bids	30.1	The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Entity's action.
31. Notification of Award	31.1	Prior to the expiration of the period of bid validity, the Procuring Entity will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

	31.2	The notification of award will constitute the formation of the Contract.
	31.3	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
32. Signing of Contract	32.1	At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
	32.2	Within thirty (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Entity.
33 Performance Security	33.1	Within twenty (20) 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/Bidders under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the Khyber Pakhtunkhwa Public Procurement Act, 2012 and Rules made thereunder: a. defines, for the purposes of this provision, the terms set forth below as follows: 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 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; 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; 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.
	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.

Part One - Section II (General Conditions of Contract)

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General Conditions of Contract

1. Definitions	1.1	In this Contract, the following terms shall be interpreted as indicated: 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. h. "The Procuring Entity" means the organization purchasing the Goods, as named in SCC. i. "The Procuring Entity's country" is the country named in SCC. j. The "Public Assets" mean any movable and immovable property, tangible and intangible assets, including land, buildings, animals, inventory, livestock, natural resources wildlife, goods and other assets, and also includes but not limited to shares, stocks, bonds, etc., intellectual rights, goodwill, actionable claims and any other kind of proprietary rights that are vested in the state, irrespective whether such assets are serviceable or otherwise. k. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

		l. "The Project Site," where applicable, means the place or places named in SCC. m. "Day" means calendar day. n. The "Buyer" means the individual, firm or combination or both whose Bid to purchase the assets has been accepted by the Procuring Entity as named in SCC. o. "Description of Assets" means list of assets to be disposed as described here in these bid solicitation documents.
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.
	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.
Assets Location	3.4	Assets Locations shall be the place or places where the assets to be disposed are located as named in the SCC.
4. Standards	4.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Government	5.1	The Supplier shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

	5.3	Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so, required by the Procuring Entity.
	5.4	The Supplier shall permit the Procuring Entity to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring Entity, if so required.
6. Patent Rights	6.1	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Entity's country.
7. Performance Security	7.1	Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the 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 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.
	8.5	Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
	8.6	The prospective bidders are advised to inspect asset(s) being disposed in liaison with the Procuring Entity before they submit bids. This will enable them to arrive at the most competitive bids.
	8.7	Bids are based on "as is, where is" basis and the conditions of the assets are not warranted by the Procuring Entity.
	8.8	The place and time for the inspection of asset(s) shall be as described in the Bid Data Sheet.
9. Packing	9.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and

		weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Entity.
10. Delivery and Documents	10.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
	10.2	Documents to be submitted by the Supplier are specified in SCC.
11. Insurance	11.1	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility.
12. Transportation	12.1	The Supplier is required under the Contact 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.
	12.2	The Buyer will be responsible for collection of Assets and its transportation.
13. Incidental Services	13.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and / or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and 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.
	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	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: 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 b. in the event of termination of production of the spare parts: p. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
	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.
	15.6	Assets are being sold on "as is, where is basis" without warranties. No claims of any warranties by the buyer will be entertained by the procuring entity.
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.
	16.5	The method and conditions of payment to be made to the procuring entity for disposal of assets under this contract shall be specified in SCC.
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:

		a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity; b. the method of shipment or packing; c. the place of delivery; and/or d. the Services to be provided by the Supplier.
	18.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order.
19. Contract Amendments	19.1	Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20. Assignment	20.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.
21. Subcontracts	21.1	The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
	21.2	Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Supplier's Performance	22.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
	22.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	22.3	Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to

		GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	2.31	Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination for Default	24.1	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: a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 22; or b. if the Supplier fails to perform any other obligation(s) under the Contract. c. if the Supplier, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "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. "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.
	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: a. to have any portion completed and delivered at the Contract terms and prices; and/or 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.
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.
33. Transfer of Assets & Collection of Assets	33.1	The buyer shall have full responsibility and shall bear all risks and costs associated with the collection, dismantling, removal and transportation of the assets from the location defined in the SCC.
	33.2	The buyer shall collect the assets within seven (7) days after full payment for the assets have been received by the Procuring Entity. However, the Procuring Entity may grant extension of time for collection of assets as agreed in the negotiations. (If any) or at the time of contract
	33.3	The buyer shall contact the Procuring Entity to arrange a date and time for the collection of the assets.

	33.4	The buyer shall sign a Handover Certificate, certifying receipt of the assets, at the time of transfer and shall also provide a certificate on its letter head for receipt of the assets.
	33.5	Documents to be handed over by the Procuring Entity to the buyer in the process of transferring the assets are as indicated in SCC.

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB), Corrigendum and Addendum
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Qualification and Evaluation Criteria
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Part Two Section I. INVITATION FOR BID (IFB)

GOVERNMENT OF KHYBER PAKHTUNKHWA
FOOD SAFETY & HALAL FOOD AUTHORITY

IFB No. DG(KPFS&HFA)/EMFTL/2026-2027/02

INVITATION FOR BID FOR FABRICATION OF VEHICLES FOR ESTABLISHMENT OF MOBILE FOOD TESTING LABORATORIES FY 2026-2027

The Khyber Pakhtunkhwa Food Safety & Halal Food Authority, in compliance with the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services (KPPRA) Rules, 2014 (Amended 2022), invites bids through KP-EPADS under National Open Competitive Bidding method, Single Stage Two Envelope Procedure, for the following:

Sno	Description	Date & Time of Closing of Bids	Date & Time of Technical Opening of Bids
1	Fabrication of Five (05) Vehicles for Establishment of Mobile Food Testing Laboratories	**Date:** 27th October 2026 **Time:** 01:00 PM	**Date:** 27th October 2026 **Time:** 02:00 PM Noon

Bid Solicitation Documents containing detailed description including evaluation criteria and other terms & conditions can be obtained free of cost by downloading from www.kpfsa.gov.pk and the KPPRA website www.kppra.gov.pk The Documents are also available on the KP-EPADS System.

E-bids complete in all respects must be submitted using EPADS on or before the deadline. All bids received through EPADS will be opened on the same day at **2:00 PM** in the presence of bidders' representatives who choose to attend.

Bid Security / Earnest Money equivalent to 2% of the total bid cost must be submitted along with the bid (in original) in the form of Call Deposit Receipt (CDR) or Demand Draft (DD), drawn from the account of the bidder, in favour of the Director General, Khyber Pakhtunkhwa Food Safety & Halal Food Authority, as follows

Note: A pre-bid meeting will be held on **12th October 2026** at **12:00 PM** in the Conference Room of the Directorate General, Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Khyber Road, Police Lines, Peshawar.

GOVERNMENT OF KHYBER PAKHTUNKHWA
FOOD SAFETY & HALAL FOOD AUTHORITY

No. DG(KPFS&HFA)/EMFTL/2026-2027/02/9666
Date: 19th October 2026

CORRIGENDUM-I

INVITATION FOR BID FOR FABRICATION OF VEHICLES FOR ESTABLISHMENT OF MOBILE FOOD TESTING LABORATORIES FY 2026-2027

With reference to Invitation for Bid **(IFB) No. DG(KPFS&HFA)/EMFTL/2026-2027/02** published on KPPRA's website on 9th October 2026 under **Tender No. 33339** and in daily Mashriq on 11th October 2026 under **INF(P)5134/26**
All interested bidders are requested to note the following changes in **Pre-bid Meeting**, **Bid Closing & Opening dates:**

Prebid Meeting Date: Friday, 23rd October 2026
Prebid Meeting Time: 12:00 PM

Bid Closing Date: Friday, 6th November 2026
Bid Closing Time: 1:00 PM

Bid Opening Date: Friday, 6th November 2026
Bid Opening Time: 2:00 PM

Bid Solicitation Documents with extended bid submission date may be downloaded from www.kpfsa.gov.pk and www.kpeprocure.gov.pk KP-EPADs.

Section II. Bid Data Sheet

Bid Data Sheet

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

Clause No.	Description
A. Introduction	
ITB 1.1	Name of Procuring Entity: Khyber Pakhtunkhwa Food Safety & Halal Food Authority (KP-FS&HFA), Government of Khyber Pakhtunkhwa.
ITB 1.1	Source of funds: Budget allocated to KP-FS&HFA for the Financial Year 2026-2027 for establishment of Five (05) Mobile Food Testing Laboratories.
ITB 1.1	Name of Project: Establishment of Mobile Food Testing Laboratories, FY 2026-2027.
ITB 1.1	Name of Contract: Fabrication of Five (05) Vehicles for Establishment of Mobile Food Testing Laboratories. The procurement is a single lot. Bids shall cover the complete scope of Section V for all five (05) vehicles. A bid for part of the scope or for fewer vehicles shall be treated as non-responsive.
ITB 4.1	Name of Procuring Entity: Khyber Pakhtunkhwa Food Safety & Halal Food Authority.
ITB 5.1	The reference to "Description of Assets" does not apply. The Bid Solicitation Documents comprise Part One (ITB and GCC) and Part Two (Sections I to VII), including Addenda and Corrigenda issued under ITB Clause 7.
ITB 6.1	Address for clarifications: Directorate General, Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar. Tel: 091-9212959; Toll Free: 0800-37432; E-mail: info@kpfsa.gov.pk Requests for clarification shall be made in writing and must reach the Procuring Entity no later than three (03) working days before the deadline for bid submission.
ITB 8.1	Language of the bid: English.
B. Bid Price and Currency	

Clause No.	Description
ITB 11.2	Prices shall be quoted on Delivered Duty Paid (DDP) basis at the Project Site, Peshawar, inclusive of all materials, labour, installed equipment, transportation, insurance, incidental services under SCC GCC 13, warranty and all applicable taxes and duties. **Item-wise cost breakup (mandatory):** The Financial Bid shall be submitted on the Item-wise Price Schedule (Section VII, Form 2). Each component shall be priced separately per vehicle, including: (A) fabrication and interior works; (B) electrical system and main panel; (C) 5 kVA power generator with installation; (D) roof-mounted air conditioner with installation; (E) IP cameras with installation; (F) reverse camera with parking sensors; (G) Android screen; (H) first-aid kit and fire extinguishers; (I) exterior branding; and (J) incidental services. A bid in which any line item is left blank or shown as "included" or "free of cost" shall be treated as non-responsive. The item-wise prices will be used for arithmetic checking, quantity variation under ITB 29, valuation of rejected or undelivered items and recoveries under the Contract. Bids will be compared on the total bid price.
ITB 11.5	The price shall be fixed. A bid with an adjustable price quotation shall be treated as non-responsive.
ITB 12.1	The bid price shall be quoted in Pak Rupees.
C. Preparation and Submission of Bids	
ITB 9.1	Bidding procedure: Single Stage – Two Envelope. The Technical Proposal and the Financial Proposal shall be uploaded separately on KP-EPADS. The Technical Proposal shall not contain any price information; a Technical Proposal disclosing the bid price shall be treated as non-responsive. Financial Proposals of bidders that do not qualify technically will not be opened.
ITB 13.3 (d)	Qualification requirements: as specified in Section VI (Qualification Criteria). Each bidder shall also submit the Technical Compliance Sheet (Section VII, Form 3) and the Affidavit (Section VII, Form 4).
ITB 14.3 (b)	Spare parts for installed equipment shall be available for at least three (03) years from the date of acceptance.
ITB 15.1	Amount of bid security: two (02) percent of the total bid price, in the form of a Call Deposit Receipt (CDR) or Demand Draft drawn on the account of the bidder, in favour of the "Director General, Khyber Pakhtunkhwa Food Safety & Halal Food Authority". The original bid security shall be delivered in a separate sealed envelope, marked with the IFB number and the bidder's name, at the address in ITB 22.1 before the deadline for bid submission. Its receipt will be recorded at the technical bid opening. Its amount will be checked against the bid price at the financial bid opening; a bid security of less than two (02) percent of the bid price shall make the bid non-responsive.

Clause No.	Description
ITB 16.1	Bid validity period: ninety (90) days from the date of technical bid opening.
ITB 17.1	Number of copies: bids shall be submitted electronically through KP-EPADS only. Hard copies are not required, except the original bid security under ITB 15.1.
ITB 18.2 (a)	Bids shall be submitted on KP-EPADS. The original bid security shall be delivered to: 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: Fabrication of Vehicles for Establishment of Mobile Food Testing Laboratories IFB No: DG(KPFS&HFA)/EMFTL/2026-2027/02
ITB 19.1	Deadline for bid submission: Friday, 6th November 2026 at 1:00 PM (as notified in Corrigendum-1).
ITB 19.3	Pre-bid meeting: Monday, 23rd October 2026 at 12:00 PM in the Conference Room of the Directorate General (as notified in Corrigendum-1).
ITB 22.1	Technical bid opening: Friday, 6th November 2026 at 2:00 PM, Conference Room, Directorate General, Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar. The date, time and venue of financial bid opening will be communicated to technically qualified bidders.
D. Bid Evaluation	
ITB 25.3	Criteria for bid evaluation: as specified in Section VI (Technical Evaluation – 70% weight; Financial Evaluation – 30% weight).
ITB 25.4 (a) to (g)	Not applicable. Delivery period is scored under Section VI.
ITB 25.4 (h)	Evaluation method: as prescribed in Section VI, Qualification and Evaluation Criteria.
E. Award of Contract	
ITB 28.1	Award criteria: the contract will be awarded to the bidder whose bid is substantially responsive and is the highest-ranking fair bid, i.e. it ranks first on the combined technical and financial score under Section VI.
ITB 28.2	Not applicable (no disposal of assets under this procurement).
ITB 29.1	The Procuring Entity may, at the time of award, increase or decrease the quantity of goods and services by up to fifteen (15) percent of the total bid price, at the item-wise unit prices in the Price Schedule and without change in other terms and conditions.
ITB 33.1	Performance security: ten (10) percent of the Contract Price, furnished within twenty (20) days of receipt of the notification of award, in the form of a bank guarantee (Section VII, Form 8) or CDR.

Clause No.	Description
ITB 35	The bidder shall sign and stamp the Integrity Pact (Section VII, Form 5) and submit it with the Technical Proposal.

Section III. Special Conditions of Contract

Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in each case.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)— The Procuring Entity is: Khyber Pakhtunkhwa Food Safety & Halal Food Authority (KP-FS&HFA).

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

GCC 1.1 (i)— The Supplier is the bidder whose bid is accepted for fabrication of the vehicles under this Contract and who meets the qualification criteria of Section VI.

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

GCC 1.1 (l)— "Free-Issue Vehicles" means the five (05) Toyota Commuter (High Roof) vans owned by the Procuring Entity and handed over to the Supplier for fabrication under this Contract, together with their keys, tools, documents and accessories, as recorded in the Handing-Over / Taking-Over Certificate (Section VII, Form 9).

GCC 1.1 (m)— "Acceptance Certificate" means the certificate issued by the Inspection & Acceptance Committee for a fabricated vehicle under SCC GCC 8.1 (h).

Disposal provisions— No assets are disposed of under this Contract. The definitions of "Public Assets", "Buyer" and "Description of Assets" in GCC 1.1, and GCC Clauses 3.4, 8.6, 8.7, 8.8, 12.2, 15.6, 16.5 and 33, do not apply.

2. Country of Origin (GCC Clause 3)

GCC 3.1— All countries and territories with which the Islamic Republic of Pakistan has commercial relations. The Bidder shall state the make, model and country of origin of each major item to be installed (power generator, air conditioner, IP cameras, reverse camera, Android screen, electrical fittings, flooring and GRP / fibreglass sheet) in the Technical Compliance Sheet (Section VII, Form 3) and in the Price Schedule (Form 2).

3. Performance Security (GCC Clause 7)

GCC 7.1— The amount of performance security shall be ten (10) percent of the Contract Price.

GCC 7.4— After issue of the Acceptance Certificates for all vehicles, the performance security shall, on the Supplier's written request, be reduced to two (02) percent of the Contract Price to cover the Supplier's warranty obligations under GCC 15, and shall remain valid until thirty (30) days after expiry of the Warranty Period. The Procuring Entity may recover from the performance security any liquidated damages, the cost of remedying defects under SCC GCC 15, and any loss of or damage to the Free-Issue Vehicles or the parts removed from them that is not otherwise recovered.

4. Inspections and Tests (GCC Clause 8)

GCC 8.1— The Procuring Entity requires the following inspections and tests:

(a) **Bid-stage design and samples.** The presentation of the final design and material samples during bid evaluation is governed by Section VI (Criterion 3). Samples of the successful bidder shall be retained as reference until final acceptance; other samples shall be returned after evaluation. Acceptance of a design or sample at that stage does not limit the Procuring Entity's rights under GCC 8.4.

(b) **Approved design.** Within ten (10) days of signing of the Contract, the Supplier shall submit the final layout drawings and the electrical schematic of the rear cabin for approval. Fabrication shall not start until the Procuring Entity approves the design in writing.

(c) **Stage inspection-1:** after installation of floor, insulation and cabinet framing.

(d) **Stage inspection-2:** after electrical wiring and before closing of panels.

(e) **Material verification (GRP / fibreglass).** At stage inspection-1, test panels shall be cut from, or laminated alongside, the GRP actually used in the vehicles, in the presence of the Inspection & Acceptance Committee. The panels shall be sealed and tested at PCSIR or at a laboratory accredited to ISO/IEC 17025 for the test concerned, for the properties listed in Section V, Item 2. Results lower than the values declared in the Technical Compliance Sheet shall lead to replacement of the laminate at the Supplier's cost and repetition of the test.

(f) **Final inspection and acceptance tests** at the Project Site, including: verification of every item of Section V against the approved design; generator load test at rated output for not less than one (01) hour; air-conditioner cooling test; insulation-resistance, earthing and earth-leakage (RCD) trip tests of the 220 V system; water-leak test of the body and roof; functional tests of the wash-basin pump, lights, IP cameras, reverse camera, parking sensors and Android screen; and a road test confirming that no fitting is loose and no rattling occurs.

(g) **Notice and rectification.** The Supplier shall give seven (07) days' written notice of readiness for each inspection. Any deviation from Section V or from the approved design shall be rectified by the Supplier at its own cost and re-inspected before acceptance (GCC 8.3). The cost of all tests under this clause, including tests at specialised bodies, shall be borne by the Supplier.

(h) **Acceptance.** The Inspection & Acceptance Committee shall issue an Acceptance Certificate for each vehicle that passes the final inspection. The Procuring Entity is not obliged to accept any vehicle that does not conform to the Contract, and no payment shall by itself constitute acceptance.

5. Packing (GCC Clause 9)

GCC 9.2— Fabricated vehicles shall be delivered by road to the Project Site with all loose items (first-aid kit, fire extinguishers, manuals, keys and remote controls) secured, and with the interior and fittings protected against dust and damage until acceptance. Export packing requirements do not apply.

6. Delivery and Documents (GCC Clause 10)

GCC 10.1— Delivery period: as offered in the bid, but not exceeding ninety (90) days from the date on which each Free-Issue Vehicle is handed over to the Supplier (Section VII, Form 9). Place of delivery: the Project Site.

GCC 10.2— On delivery of each fabricated vehicle, the Supplier shall furnish:

(i) invoice showing description, quantity, unit price and total amount;

(ii) delivery challan listing every installed item with its make, model and serial number;

(iii) as-built layout drawings and the electrical wiring diagram of the rear cabin;

(iv) insurance policy covering the Free-Issue Vehicles while in the Supplier's custody (SCC GCC 11.2);

(v) the Supplier's warranty certificate and the manufacturers' warranty cards of installed equipment;

(vi) reports of the tests under SCC GCC 8.1, including the GRP test report, and operation and maintenance manuals of the generator, air conditioner and other installed equipment; and

(vii) Receiving Note signed by the Procuring Entity for the return of all seats and parts removed from the vehicles (SCC GCC 13.1 (c)).

7. Insurance and Risk (GCC Clause 11)

GCC 11.1— The Goods shall be delivered duty paid (DDP) at the Project Site. Risk in the fabricated works and installed equipment remains with the Supplier until issue of the Acceptance Certificate, and any insurance of them is at the Supplier's cost.

GCC 11.2— The Free-Issue Vehicles are at the Supplier's risk from handing-over until acceptance. Before taking over the vehicles, the Supplier shall obtain comprehensive insurance (fire, theft, accident and third-party) for their full insured value, with the Procuring Entity named as loss payee, and shall bear any loss or damage not recovered from the insurer.

8. Incidental Services (GCC Clause 13)

GCC 13.1— The following incidental services are included in the Contract Price:

(a) collection of the Free-Issue Vehicles from, and their delivery back to, the Project Site against a Handing-Over / Taking-Over Certificate (Section VII, Form 9) recording the odometer reading, fuel level, keys, tools, documents and condition of each vehicle;

(b) safe custody of the vehicles at the Supplier's workshop, whose address shall be stated in the bid and shall not be changed without the written approval of the Procuring Entity;

(c) removal of the rear seats and any other OEM parts required for fabrication, and their return to the Procuring Entity's store within seven (07) days of removal against a Receiving Note listing each item. Removed items remain the property of the Procuring Entity and shall not be retained, used or disposed of by the Supplier. The value of any item not returned shall be recovered from the Supplier's dues or performance security;

(d) fabrication without cutting, welding or altering the chassis, structural members, safety systems or OEM engine-management wiring, so that the vehicle manufacturer's warranty and

roadworthiness are not affected. The Supplier shall indemnify the Procuring Entity for any loss of the manufacturer's warranty caused by its work; and

(e) hands-on training of at least two (02) staff per vehicle on the generator, air conditioner, electrical change-over and safety equipment at the Project Site.

9. Spare Parts (GCC Clause 14)

GCC 14.1— The Supplier shall ensure availability of spare parts for all installed equipment and fittings for at least three (03) years from the date of acceptance, and shall give advance notice of any discontinuation in terms of GCC 14.1 (b).

10. Warranty (GCC Clause 15)

GCC 15.1— In addition to GCC 15.1, the Supplier warrants that the fabricated works and installed equipment:

(a) are fit for their ordinary purpose and for use as a mobile food testing laboratory as described in Section V, and free from defects in design, workmanship and materials;

(b) are new, unused and of current manufacture, and conform to the quality, quantity and description required by the Contract under the conditions prevailing in Khyber Pakhtunkhwa; and

(c) are free from any third-party claim, including infringement of intellectual property rights.

Where the Supplier is not the manufacturer of an installed item, it shall pass on to the Procuring Entity the benefit of all manufacturers' warranties, in addition to its own warranty under this Contract.

GCC 15.2— The Warranty Period is twelve (12) months from the date of the Acceptance Certificate of each vehicle, or the manufacturer's warranty period of an installed item, whichever is longer. The warranty does not cover defects of the base vehicle that are not caused by the Supplier's work, but the Supplier is liable for any damage to the base vehicle caused by its work.

GCC 15.4 & 15.5— The Supplier shall attend a warranty claim at the Procuring Entity's location within seventy-two (72) hours of notice and remedy the defect, by repair or replacement, within seven (07) days of notice. Where an imported part is required, the Procuring Entity may allow a longer period in writing. If the Supplier fails to do so, the Procuring Entity may have the defect remedied at the Supplier's risk and cost and recover the cost from the Supplier's dues or performance security.

Performance guarantees— If an installed item does not achieve the performance specified in Section V (including generator rated output and air-conditioner cooling capacity), the Supplier shall modify or replace it at its own cost and repeat the test under SCC GCC 8.1. If the specified performance is not achieved within thirty (30) days, the Procuring Entity may reject the item and recover its price, as stated in the Price Schedule, from the Supplier.

11. Payment (GCC Clause 16)

GCC 16.1— Payment shall be made in Pak Rupees as follows:

(i) No advance payment shall be made.

(ii) One hundred (100) percent of the Contract Price shall be paid after delivery of all five (05) vehicles and issue of their Acceptance Certificates, within thirty (30) days of submission of the claim supported by the Acceptance Certificates, the documents listed in SCC GCC 10.2 and the Receiving Note for removed parts.

(iii) The claim shall be accompanied by a sales tax invoice showing the amount of sales tax. If sales tax is not applicable, the Supplier shall provide documentary evidence to that effect.

(iv) Income tax and other taxes shall be withheld at source as per the applicable tax laws.

(v) Liquidated damages and any other amounts recoverable under the Contract shall be deducted from the payment.

12. Prices, Taxes and Duties (GCC Clauses 17 and 32)

GCC 17.1 & 32.1— Prices are fixed and not subject to adjustment. Quoted prices shall include all applicable taxes and duties; a price quoted without mention of taxes shall be treated as inclusive of all prevailing taxes and duties. Stamp duty on the Contract shall be borne by the Supplier as per the directives of the Government in force from time to time.

13. Subcontracts (GCC Clause 21)

GCC 21.1— Subcontracting of the whole Contract is not allowed. Specialised parts of the work (such as air-conditioner installation and exterior branding) may be subcontracted only with the prior written approval of the Procuring Entity. The Supplier remains fully responsible for subcontracted work.

14. Liquidated Damages (GCC Clause 23)

GCC 23.1— Applicable rate: one-half (0.5) percent of the Contract Price of each delayed vehicle for each week or part thereof of delay beyond the delivery period under SCC GCC 10.1. Maximum deduction: ten (10) percent of the Contract Price.

15. Resolution of Disputes (GCC Clause 28)

GCC 28.3— A dispute not resolved under GCC 28.2 shall be referred to arbitration by a sole arbitrator appointed by mutual agreement of the parties, failing which in accordance with the Arbitration Act, 1940. The venue of arbitration shall be Peshawar and the courts at Peshawar shall have jurisdiction. This clause does not affect the grievance redressal mechanism available under the KPPRA framework for matters arising during the procurement process.

16. Governing Language (GCC Clause 29)

GCC 29.1— The governing language is English.

17. Applicable Law (GCC Clause 30)

GCC 30.1— The Contract shall be governed by and interpreted in accordance with the laws of the Islamic Republic of Pakistan, including:

- the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 (as amended);
- the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 (as amended);
- the Contract Act, 1872;
- the Arbitration Act, 1940;
- the Khyber Pakhtunkhwa Prohibition of Employment of Children Act, 2015;
- the Khyber Pakhtunkhwa Bonded Labour System (Abolition) Act, 2015; and
- the Khyber Pakhtunkhwa Factories Act, 2013.

18. Notices (GCC Clause 31)

GCC 31.1— Procuring Entity's address for notices: Directorate General, Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Ground Floor, New C&W Building, Police Lines, Khyber Road, Peshawar. Telephone: 091-9212959. E-mail: info@kpfsa.gov.pk. Supplier's address for notices: as stated in the Contract Form.

19. Contract Administration

The Director General shall notify a Contract Administrator and an Inspection & Acceptance Committee for this Contract. The Contract Administrator shall maintain the contract file and record the handing-over of vehicles, design approval, stage inspections, GRP test results, delivery, acceptance, return of removed parts, warranty claims, liquidated damages, payments and closure, and shall record the Supplier's performance at contract closure.

20. Order of Precedence

In case of inconsistency, the Contract documents shall prevail in the following order: (a) Contract Form; (b) Notification of Award; (c) Special Conditions of Contract; (d) General Conditions of Contract; (e) Technical Specifications (Section V) and the approved design; (f) Schedule of Requirements; (g) Bid Form and Price Schedule.

Section IV. Schedule of Requirements

Schedule of Requirements

No.	Description	Quantity	Delivery schedule
1	Fabrication and conversion of the rear cabin of Free-Issue Toyota Commuter (High Roof) 2755cc vans into Mobile Food Testing Laboratories, complete with all fittings and installed equipment specified in Section V (Items 1 to 20), including the incidental services in SCC GCC 13.	05 Nos.	As offered in the bid, not exceeding ninety (90) days from the date of handing-over of each vehicle to the Supplier. Place of delivery: the Project Site, Peshawar.

Notes:

1. The Procuring Entity will hand over the vans after signing of the Contract, in one or more batches, against the Handing-Over / Taking-Over Certificate (Section VII, Form 9). The delivery period of each vehicle runs from its handing-over date.
2. All materials, fittings and equipment shall be new, unused and of current manufacture, procured through genuine channels.
3. The Supplier shall provide warranty and after-sales service at Peshawar, through its own facility, a mobile service team or a named service partner, within the response times in SCC GCC 15.4 & 15.5.
4. The warranty period and conditions are stated in SCC GCC 15. Bidders shall also state, for information, the terms on which they offer service after expiry of the warranty period.
5. The make, model and country of origin of each installed item shall be stated in the Technical Compliance Sheet (Form 3) and the Price Schedule (Form 2).
6. The Financial Bid shall give the item-wise cost breakup required by BDS ITB 11.2, on Form 2.
7. Conditional bids shall be treated as non-responsive.

Section V. Technical Specifications

Technical Specifications – Fabrication of Vehicles (Vans)

Khyber Pakhtunkhwa Food Safety & Halal Food Authority will provide five (05) Completely Built Unit (CBU) Toyota Commuter (High Roof) 2755cc vans to the successful bidder for fabrication of the rear cabin, to convert each vehicle into a mobile food testing laboratory with the following features.

General requirements: (i) all materials and equipment shall be new and of current manufacture; (ii) the chassis and structural members shall not be cut, welded or altered (SCC GCC 13.1 (d)); (iii) wherever a standard, brand or catalogue reference is given, it is descriptive and not restrictive, and equipment or materials meeting other authoritative standards that ensure at least substantially equivalent quality will be accepted; (iv) bidders shall respond to every item in the Technical Compliance Sheet (Form 3).

Sr.	Item	Description
1	Interior Layout and Design	• The rear cabin shall be fitted out to provide: a functional and ergonomic workspace for laboratory technicians; a comfortable internal environment in a hot climate; and safe, secure storage of laboratory equipment. • The layout shall follow the final design approved by the Procuring Entity (SCC GCC 8.1 (b)).
2	Floor	• Floor shall be layered with water-proof and termite-proof fibreglass (GRP) of 8 mm thickness. • The bidder shall declare in the Technical Compliance Sheet the tensile strength, flexural strength and glass content of the GRP offered. These will be verified on panels from the actual laminate under SCC GCC 8.1 (e), using ISO 527-4, ISO 14125 and ISO 1172 (or equivalent ASTM methods). • Floor covering: flexible, non-slip, water-proof and washable anti-bacterial vinyl sheet of at least 2 mm thickness, conforming to ISO 10581, EN 1815 (antistatic behaviour) and ISO 26987 (resistance to staining), or equivalent. • All edges of the floor shall be sealed with silicone.
3	Cabinets and Drawers	• Internal cabinets shall be designed according to the placement of the equipment and made of PVC board. Drawers shall be made of stainless-steel sheet; fronts of cabinets and drawers shall be of ABS material. • All hardware (hinges, locks, rails, etc.) shall be of rust-free material, with positive catches so that doors and drawers stay closed while the vehicle is moving.
4	Counter Top / Working Station	• Counter top shall be finished with stainless-steel sheet, 14 gauge, grade 316L. • All testing equipment shall be secured to prevent falling while the vehicle is in motion.
5	Overhead Cabinets	• Overhead cabinets of ABS / FG, 3 mm, of appropriate size shall be installed.

Sr.	Item	Description
6	First-aid Kit & Fire Extinguishers	• One first-aid kit per vehicle containing: wooden splints (2); crepe bandage 4" (1) and 6" (1); normal saline 0.9% (1); povidone-iodine solution (1); dressing scissors (1); antibiotic wound powder (1); sterile gauze pads 4" x 4" (4); adhesive tape 1" (2); antiseptic wipes (1 box); burn lotion (1); burn gel (1); burn relief cream (1 tube); medical tape (1); adhesive bandages (1 pack). • Fire extinguishers: one (01) 2 kg DCP extinguisher bracket-mounted in the driver compartment and one (01) 6 kg DCP extinguisher bracket-mounted in the rear cabin, each with a valid filling certificate.
7	Wash Basin	• Integrated wash basin of stainless steel / FG, with stainless-steel 18 gauge neck, water tap and 20-litre water reservoir. • Electric water pump and electric switch for the tap with 15-second automatic switch-off timer. • Soap dispenser, tissue roll holder, towel hanger and tissue box.
8	Chairs / Seating	• Two (02) revolving, height-adjustable working chairs with steel base, designed and secured so that they do not topple while the vehicle is in motion. • Two (02) sliding-drawer / openable cabinets converted into seats with upholstery and foam.
9	Trash Box	• Stainless-steel trash box of 6–8 litres capacity, fixed to the floor, with removable and washable plastic inner lining.
10	Electrical System / Main Panel	• Distribution board with miniature circuit breakers for each circuit and a 30 mA residual current device (RCD) on all 220 V circuits; complete earthing of the 220 V system. • Eight (08) universal / EU-type sockets for equipment, with power switches and sockets on all counter tops. • 220 V and 12 V wiring to all sections of the rear cabin. 12 V circuits shall be fused and arranged so that the vehicle starting battery is not drained. • All wiring of fire-retardant, heat-resistant copper cable, run in conduit or trunking and protected where it passes through panels. • Interlocked change-over switch for WAPDA and generator supply, and external 220 V (WAPDA) inlet socket.
11	Main Working Lights	• All lights LED, low energy consumption, with illumination sufficient for laboratory work. • Four (04) LED panel lights of appropriate size in the rear cabin.
12	Exterior Design	• Exterior branding of each vehicle with UV-resistant vinyl in the design provided by the Procuring Entity. Logos and artwork will be provided in soft copy to the successful bidder.

Sr.	Item	Description
13	IP Cameras	• 360° outside view of the vehicle all times and complete inside of back cabin view of the IR indoor network cameras (2 megapixel) installed in the rear cabin. • Resolution 1920 x 1080 at up to 60 fps; fixed lens of 2.8 mm, 4 mm or 6 mm; HDMI output. • Colour sensitivity 0.009 lux at F1.6 (0 lux with IR). • Micro SD card slot supporting 128–256 GB, with card of not less than 128 GB supplied.
14	Reverse Camera with Parking Sensors and Warning Buzzer	• Reverse camera: 0.1 lux; surface mount; 480p video; 12 V; viewing angle 170°. • Ultrasonic parking sensors with audible warning as an obstacle approaches.
15	Android Screen	• Operating system: Android; memory 2 GB RAM + 16 GB ROM; Bluetooth; USB inputs; capacitive touchscreen; HD / half-HD resolution; screen size as per available space; ports: video-in, video-out, aux-in, aux-out, camera-in.
16	Power Generator (5 kVA, 4-stroke)	• Petrol generator, 4-stroke, overhead valve, single cylinder, forced-air cooled, low vibration, noise level not exceeding 64 dB(A) at 7 m. • Rated output 5 kVA; 50 Hz; 220 V; rated current approximately 22 A. • Engine displacement approximately 389 cc, or as necessary to deliver the rated output continuously. • Dry weight 60–80 kg; fuel tank 13–15 litres; fuel consumption 1.5–2.5 litres/hour; continuous operation of 6–8 hours per tank. • Recoil and electric starting. • Installation: in a ventilated external compartment or slide-out tray, on vibration isolators, with exhaust directed away from the cabin, doors and air-conditioner intake.
17	Roof-mounted Ductless Air Conditioner	• Roof-mounted ductless air conditioner designed for vehicles operating in hot climates, cooling capacity not less than 13,000 BTU/h, rated power input approximately 1,400–1,600 W at 220 V, 50 Hz, so that it can run on the generator. • Three fan speeds; thermostat temperature control; remote control / control panel. • Installed at an appropriate location on the roof of the rear cabin, with water-tight roof seal and condensate drain.
18	Thermal Insulation and Wall Panelling	• Side walls and roof of the rear cabin insulated with not less than 25 mm closed-cell insulation (PU foam, XPS or equivalent) and finished with washable interior panels.

Sr.	Item	Description
19	Workmanship and Corrosion Protection	• All fabricated metal parts shall be phosphated and protected with zinc-based primer and paint. Cadmium plating shall not be used. • The completed body and roof shall be water-tight (tested under SCC GCC 8.1 (f)).
20	Documentation and Training	• As-built layout drawings, electrical wiring diagram, operation and maintenance manuals and warranty cards for each vehicle, and training under SCC GCC 13.1 (e).

Section VI Qualification and Evaluation Criteria

Qualification Criteria (must meet criteria)

The contract will be awarded to the best evaluated bid as defined in Section 2(1)(c)(i) of the KPPRA Act, 2012 (Amended 2022) i.e. the substantially responsive bid that ranks first on the combined technical and financial score under the evaluation criteria in these Bid Solicitation Documents. Evaluation will be based only on the information and documentary evidence submitted with the technical bid, read with any clarification sought under the ITB.

The bidder shall furnish documentary evidence that it meets each of the following requirements. A bidder that fails to meet any one of them will be declared non-responsive.

i. Verification:

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

ii. Registration of firm/company:

a) The bidder shall be a sole proprietorship, partnership firm or company registered in Pakistan under the applicable law (Registrar of Firms / SECP / NTN for a sole proprietor). Its documented business shall include fabrication, conversion or body-building of vehicles. Evidence: certificate of registration / incorporation, partnership deed or memorandum, and company profile.

iii. 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 Bidder must be registered with Khyber Pakhtunkhwa Revenue Authority (KPRA)

vii. Bid Security:

Bid Security of **2%** of the total bid cost must be submitted in sealed envelope before the technical bid opening. Bid Security shall be submitted from the account of the bidder / firm.

viii. Price/Bid Validity:

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

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

a. Only genuine manufacturer's warranty for replacement and not repair of the complete equipment and parts shall be done during the warranty period.
b. That the bidder / firm will provide after sales service after expiry of warranty period.
c. 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.
d. All the bidders are required to declare Conflict of Interest, if any along with Bid Solicitation Documents.
e. That the country of origin of equipment / item is mentioned clearly and correct along with Brand / Manufacturer's Name.
f. That bidder has submitted Bid Security amounting to **2%** of the proposed bid cost before the opening of technical bid in sealed envelope.

g. That the Bidder will only provide Fresh, New and Genuine Goods / Items.
h. That the bidder accepts all the conditions set forth in these Bid Solicitation Documents by i.e GCC, SCC, Bid Data Sheet, Addendums / Corrigendum and other mandatory Form's provision etc.

Bids which meet all the Qualification criteria mentioned above will qualify for Technical Evaluation. Bids failing to meet any of the above-mentioned Qualification criteria will disqualify and will not be considered further for Technical Evaluation.

Technical Evaluation Criteria & Methodology (Weight=70)

Technical Evaluation is related to technical specifications of the required final product, Performance specification "**Section-V Technical Specifications**". Technical Evaluation includes one or more of the following Criterion, as detailed in Technical Evaluation Criteria provided here in these Bid Solicitation Documents

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:

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

= (70 x 70) ÷ 100 = **49**

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

TECHNICAL EVALUATION METHODOLOGY

Following are technical notes to evaluation criteria bidder must read and comply to it:

Delivery period

Procuring Entity requires the delivery of the fabricated vehicles at the earliest. Bidders are therefore required to quote their best delivery time in calendar days/weeks following receipt of eventual Purchase Order, as necessary. Procuring Entity reserves the right to consider offers for delivery beyond the preferred delivery date if the offered delivery date still meets Procuring Entity requirements

Compliance / Conformity with Technical Specifications

Bidders are required to strictly comply to Technical Specifications attached here in these bidding documents.

Presentation of 2D or 3D Final Design

Presentation must include comparison of proposed Vehicles with the Technical & Performance specifications required here in these bidding documents in. Scores will be awarded on the basis of "**Meeting** or **Exceeding**" requirements.

a. Depth and quality of response to the Technical Specifications;
b. Details of overall space utilized for Fabrication & space spared for personnel;
c. Details of material used; quality of material used.
d. Details of measurements in designing overall space

a. A Bidder / firm or proposed Goods will **"Meet"** requirements when all Technical & Performance specification matches the requirements set by Procuring Entity herein these bid solicitation documents.
b. A Bidder / firm or proposed Goods will **"Exceed"** requirements when all Technical & Performance specification of offered Goods not only matches the requirements but also **50% of the** Technical &

Performance specification of offered Goods are better than requirements specified herein these bid solicitation documents**.**

After Sale Service (Availability of complete Facility at the procuring entity's location)

Evidence and capability of firm/Bidders/ manufacturer for technical support & after sales service during & beyond warranty period. Bidder will be required to provide evidence and may physically verify if required by the Technical Evaluation Committee the setup available for provision of services locally. An affidavit regarding such facility's availability and fully operational status shall also be provided by the bidder.

Please Note: *Technically Qualified Bid will be the bid which achieves minimum required technical score to achieve in order to qualify for Financial Evaluation Bidders are required to complete* ***"returnable schedules"*** *provided below and submit it as an essential element of the offer supported by evidence. In case of Non-compliance "Zero" score will be awarded.*

Technical Evaluation Criteria				
Sno	**CATEGORY**	**Total Score / Marks**	**CRITERIA FOR SCORE**	**SCORES**
1	**Delivery period in "Days" from the Day Vehicles are delivered**	**10**	a. Delivery within 30 Days	10
			b. Delivery within 45 Days	08
			c. Delivery within 60 Days	06
			d. Delivery after 60 Days	0
2	**Compliance with Technical Specifications**	**20**	a. 100% compliance with additional benefits	20
			b. 100% compliance no additional benefits.	15
			c. 95% compliance.	10
			d. For compliance less than 95% "Zero" (0) score will be awarded.	0
3	**Presentation of Final Design 2D/ 3D presentation of the final design, material and Engineering, Workmanship and innovation**	**20**	a. Outstanding presentation: Presents an exceptionally comprehensive, well-structured, and technically detailed offer, fully addressing all requirements of the Authority. Demonstrates excellent understanding of the project, an integrated and feasible final design, superior material selection, sound engineering solutions, high workmanship standards, meaningful innovation, and a clearly defined implementation timeline and work plan. All claims are supported by relevant technical details and documentary evidence.	20
			b. Excellent presentation: Presents a highly comprehensive and well-organised offer, addressing all requirements of the Authority with strong technical detail. Demonstrates a clear understanding of the project, a feasible final design, appropriate materials,	15

Technical Evaluation Criteria				
Sno	**CATEGORY**	**Total Score / Marks**	**CRITERIA FOR SCORE**	**SCORES**
			sound engineering, good workmanship standards, relevant innovation, and a realistic implementation timeline and work plan. Minor shortcomings in detail or supporting evidence do not materially affect the quality or feasibility of the offer.	
			c. Good presentation: Presents a complete and reasonably well-organized offer addressing the requirements of the Authority. Demonstrates an adequate understanding of the project and provides a generally feasible final design, appropriate material specifications, acceptable engineering solutions, workmanship details, and an implementation timeline and work plan. Some aspects lack the technical depth, integration, supporting evidence, or refinement demonstrated by higher-rated offers.	13
			d. Satisfactory presentation: Presents an offer that meets the minimum specified requirements but provides limited technical detail, explanation, or supporting evidence. The final design, material specifications, engineering solutions, workmanship arrangements, innovation, or implementation timeline and work plan are adequately described but lack sufficient depth, clarity, or integration to demonstrate a higher level of quality.	

Technical Evaluation Criteria				
Sno	**CATEGORY**	**Total Score / Marks**	**CRITERIA FOR SCORE**	**SCORES**
			e. Fails to satisfy a mandatory technical requirement or minimum eligibility condition applicable to the criterion, where the disclosed bidding documents prescribe rejection or a zero score for such failure.	0
4	**Bidder's / firms Experience**	**20**		
i	**Bidder's / firms Specific Experience:** *(Satisfactory Completion Certificate must be provided issued by Semi Government and / or Government Departments for fabrication of vehicles for Mobile Testing Laboratories)*	5	a. 05 Satisfactory Completion Certificate submitted	5
			b. 04 Satisfactory Completion Certificate submitted	4
			c. 03 Satisfactory Completion Certificate submitted	3
			d. 02 Satisfactory Completion Certificate submitted	2
			e. 01 Satisfactory Completion Certificate submitted	1
ii	**Bidder's / firms General Experience:** *(Satisfactory Completion Certificate must be provided issued by Government, Semi Government and / or Private entities for fabrication of vehicles)*	5	a. 05 Satisfactory Completion Certificate submitted	5
			b. 04 Satisfactory Completion Certificate submitted	4
			c. 03 Satisfactory Completion Certificate submitted	3
			d. 02 Satisfactory Completion Certificate submitted	2
			e. 01 Satisfactory Completion Certificate submitted	1
ii	**Bidder's / firms Prescence in the Market:** Prescence will be evaluated based on number of years since registered with FBR for (GST)	10	a. 25 Years and above	10
			b. 21 to 24 Years	8
			c. 16 to 20 Years	6
			d. 11 to 15 Years	4
			e. 5 to 10 Years	2
5	**Bidder's / Firm Financial Capabilities**	**5**		
i	**Audit Reports**	3	a. Audit reports of last consecutive 3 years.	3
			b. Audit reports of last consecutive 2 years.	2
			c. Audit reports of last year.	1

Technical Evaluation Criteria				
Sno	**CATEGORY**	**Total Score / Marks**	**CRITERIA FOR SCORE**	**SCORES**
ii	**Liquidity Ratio** Current ratio (Current Assets/ Current liabilities)	2	a. Current ratio > 1	2
			b. Current ratio < 1	0
6	**Bidder / Firms Certifications:** Bidder firm shall provide valid ISO certifications for Quality, Health & Safety. *For Each Certificate submitted bidder will be awarded separate score*	**10**	Bidder / Firm is certified for ISO 9001:2015 Quality Management System and has submitted valid certificate.	5
			Bidder / Firm is certified for ISO 14001 and has submitted valid certificate.	3
			Bidder / Firm is certified for ISO 45001 and has submitted valid certificate.	2
7	**Scope of Services**	**15**		
a	Provision of After Sale Services at Procuring Entity's Location	10	a. Established office & Service Center within Peshawar with after sales service/ mechanical workshop facility.	10
			b. No Established office & Service Center within Peshawar.	0
b	Staffing	5	a. Engineer>1	2
			b. Managers>1	1
			c. Sub Engineer>2	1
			d. Technical Staff>5	1
Total Weight: Criteria (1 + 2 + 3 + 4 + 5 + 6 + 7) =		**100**		

Financial Evaluation

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

a. Financial Evaluation "Fabrication of Vehicles (Vans)

Financial Evaluation Formula:

= (Lowest Bid/ Individual Bid) x 30%

i. The procuring entity may negotiate for award of contract with successful bidder, including maximization of price, for the benefit of public exchequer

For award of contract will be made as per following methodology:

Best Evaluated Bid = Technical Evaluation Score + Financial Evaluation Score

70% 30%

Section VII. Sample Forms

Form 1 – Technical Bid Form

Bidder's Ref. No: _____ Date: _____

To: The Director General, Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Peshawar

Name of the Contract: Fabrication of Five (05) Vehicles for Establishment of Mobile Food Testing Laboratories (IFB No. DG(KPFS&HFA)/EMFTL/2026-2027/02)

Dear Sir,

1. Having examined the Bid Solicitation Documents, including Corrigendum-1 and Addenda Nos. _____ [insert numbers and dates], the receipt of which is hereby acknowledged, we, the undersigned, offer to fabricate and deliver the Goods and ancillary services under the above Contract in full conformity with the said documents, at the prices stated in our Financial Bid.
2. We undertake, if our bid is accepted, to deliver the fabricated vehicles within _____ days of handing-over of each vehicle, which is within the maximum period in the Schedule of Requirements.
3. If our bid is accepted, we will furnish a performance security in the form, amount and time specified in the Bid Solicitation Documents.
4. We agree to abide by this bid for the Bid Validity Period specified in the Bid Data Sheet; it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until a formal Contract is prepared and executed, this bid, together with your written acceptance and notification of award, shall constitute a binding Contract between us.
6. We confirm that we meet the eligibility and qualification requirements of the Bid Solicitation Documents and that our original bid security, being two (02) percent of our total bid price, has been delivered as required by BDS ITB 15.1 (CDR / Demand Draft No. _____ dated _____, drawn on _____ Bank).
7. Our Technical Proposal contains no price information.
8. We understand that you are not bound to accept the lowest or any bid you may receive. In competing for and, if awarded, in executing the Contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

Workshop address where the vehicles will be fabricated (SCC GCC 13.1 (b)):

_____

Signature: _____
Name and Designation: _____
Date: _____
Official Stamp:

Form 2 – Financial Bid Form and Item-wise Price Schedule

To: The Director General, Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Peshawar

We offer to fabricate and deliver five (05) Mobile Food Testing Laboratory vehicles in full conformity with the Bid Solicitation Documents (IFB No. DG(KPFS&HFA)/EMFTL/2026-2027/02) for the total DDP price of Rs. _____ (Rupees _____ only), inclusive of all applicable taxes and duties, as itemised below. This bid shall remain valid for the Bid Validity Period in the Bid Data Sheet.

Item-wise Price Schedule (Pak Rupees, DDP Project Site, Peshawar, inclusive of all taxes and duties)

Item	Description	Make / Model and Country of Origin	Unit Price per Vehicle (Rs.)	No. of Vehicles	Total Price (Rs.)
A	Fabrication and interior works: layout, GRP floor and vinyl, cabinets and drawers, SS counter top, overhead cabinets, wash basin with pump and reservoir, seating, trash box, LED lights, insulation and wall panelling, corrosion protection and finishing (Section V Items 1–5, 7–9, 11, 18, 19)			5	
B	Electrical system and main panel: distribution board, MCBs, RCD, earthing, sockets, 220 V / 12 V wiring, change-over switch and external inlet (Item 10)			5	
C	5 kVA power generator, including mounting compartment / tray, exhaust and installation (Item 16)			5	
D	Roof-mounted ductless air conditioner, 13,000 BTU/h, including installation (Item 17)			5	
E	IP cameras, 2 Nos., with SD cards, installed (Item 13)			5	
F	Reverse camera with parking sensors and warning buzzer, installed (Item 14)			5	
G	Android screen, installed (Item 15)			5	
H	First-aid kit and fire extinguishers (2 kg and 6 kg) (Item 6)			5	
I	Exterior branding (Item 12)			5	
J	Incidental services: collection and return of vehicles, insurance, documentation and training (SCC GCC 13; Item 20)			5	
Total DDP Price (A to J) for five (05) vehicles – in figures					
Total DDP Price in words:					

Notes:

1. Every line item (A to J) shall be priced separately. A bid in which any line item is left blank or shown as "included" or "free of cost" shall be treated as non-responsive (BDS ITB 11.2).
2. Prices shall include all applicable taxes and duties. Sales tax included in each price: _____ percent.

3. In case of discrepancy between the unit price and the total, the unit price shall prevail; in case of discrepancy between figures and words, the amount in words shall prevail.
4. The item-wise prices will be used for quantity variation (BDS ITB 29.1), valuation of rejected or undelivered items and recoveries under the Contract.

Signature: _____
Name and Designation: _____
Date: _____
Official Stamp:

Form 3 – Technical Compliance Sheet

The bidder shall state, against each item of Section V, the make / model / material offered, its country of origin, and whether it complies, exceeds or deviates. Supporting brochures and data sheets shall be attached and referenced. Any deviation shall be described in full. This sheet is used for scoring under Section VI, Criterion 2.

Sr.	Item (Section V)	Make / Model / Material and Country of Origin	Offered specification (key values)	Complies / Exceeds / Deviates	Reference (page of bid)
1	Interior Layout and Design				
2	Floor				
3	Cabinets and Drawers				
4	Counter Top / Working Station				
5	Overhead Cabinets				
6	First-aid Kit & Fire Extinguishers				
7	Wash Basin				
8	Chairs / Seating				
9	Trash Box				
10	Electrical System / Main Panel				
11	Main Working Lights				
12	Exterior Design				
13	IP Cameras				
14	Reverse Camera with Parking Sensors and Warning Buzzer				
15	Android Screen				
16	Power Generator (5 kVA, 4-stroke)				
17	Roof-mounted Ductless Air Conditioner				
18	Thermal Insulation and Wall Panelling				
19	Workmanship and Corrosion Protection				
20	Documentation and Training				
2a	GRP declared properties: tensile strength (MPa), flexural strength (MPa), glass content (%)				

Signature: _____
Name and Designation: _____
Date: _____
Official Stamp:

Form 4 – Affidavit

(On judicial stamp paper of Rs. 100 or more, duly attested, as required by Section VI)

I, _____ [name], _____ [designation] of M/s _____ [bidder], do hereby solemnly affirm and declare, in respect of IFB No. DG(KPFS&HFA)/EMFTL/2026-2027/02, that:

1. only genuine manufacturer's warranty for replacement and not repair of the complete equipment and parts shall be provided during the warranty period;
2. the bidder / firm will provide after-sales service after expiry of the warranty period;
3. the firm has never been blacklisted on any ground whatsoever by any Provincial or Federal Government Department, Entity, Organization or autonomous body or Private Sector Organization anywhere in Pakistan;
4. the firm has no conflict of interest in this procurement, or declares the following conflict of interest: _____;
5. the country of origin of each equipment / item, along with the brand / manufacturer's name, is mentioned clearly and correctly in the bid;
6. the bidder has submitted bid security amounting to two (02) percent of the bid price, in the manner required by the Bid Data Sheet (ITB 15.1);
7. the bidder will only provide fresh, new and genuine goods / items; and
8. the bidder accepts all the conditions set forth in these Bid Solicitation Documents, i.e. GCC, SCC, Bid Data Sheet, Addenda / Corrigenda and the provisions of other mandatory forms.

Deponent

CNIC No. _____

Verification: Verified on oath at _____ on this _____ day of _____ 2026 that the contents of this affidavit are true and correct to the best of my knowledge and belief.

Form 5 – 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 (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP 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 GoKP, 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 GoKP 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 GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten 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 GoKP.

For the Procuring Entity	For the Supplier
Name: _____ Signature: _____ [Seal]	Name: _____ Signature: _____ [Seal]

Form 6 – Manufacturer's Authorization Form

[See ITB Clause 13.3 (a). To be submitted where required by Section VI, or where the bidder relies on a manufacturer's authorization for installed equipment.]

To: The Director General, Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Peshawar

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. DG(KPFS&HFA)/EMFTL/2026-2027/02 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 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.

Form 7 – Contract Form

THIS AGREEMENT is made on the _____ day of _____ 2026 between the Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Peshawar (hereinafter called "the Procuring Entity") of the one part, and M/s _____ of _____ (hereinafter called "the Supplier") of the other part.

WHEREAS the Procuring Entity invited bids for fabrication of five (05) vehicles for establishment of mobile food testing laboratories and related services, and has accepted a bid by the Supplier for the supply of those goods and services in the sum of Rs. _____ (Rupees _____ only) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, in the order of precedence stated in SCC Clause 20: (a) the Procuring Entity's Notification of Award; (b) the Special Conditions of Contract; (c) the General Conditions of Contract; (d) the Technical Specifications and the approved design; (e) the Schedule of Requirements; and (f) the Bid Form and Item-wise Price Schedule submitted by the Supplier.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier, the Supplier hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier, in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Supplier's address for notices: _____.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

For the Procuring Entity	For the Supplier
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Witness 1: _____	Witness 2: _____

Form 8 – Performance Security Form

To: The Director General, Khyber Pakhtunkhwa Food Safety & Halal Food Authority, Peshawar

WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated _____ 2026, 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_____ [thirty (30) days after expiry of the Warranty Period].

Signature and seal of the Guarantors
[name of bank or financial institution]
[address]
[date]

Form 9 – Handing-Over / Taking-Over Certificate

Contract No. _____ dated _____ – Fabrication of Five (05) Vehicles for Establishment of Mobile Food Testing Laboratories

Part A – Handing-over of Free-Issue Vehicle to the Supplier (SCC GCC 13.1 (a))

Particulars	Details
Registration / Chassis / Engine No.	
Date and time of handing-over	
Odometer reading (km)	
Fuel level	
Keys, tools, jack, spare wheel and documents handed over	
Condition of body, interior and accessories (note any damage)	
Insurance policy No. and validity (SCC GCC 11.2)	

Part B – Seats and parts removed and returned to the Procuring Entity's store (SCC GCC 13.1 (c))

Sr.	Item removed	Qty	Date returned / Receiving Note No.
1			
2			
3			

Part C – Taking-over of fabricated vehicle by the Procuring Entity

Particulars	Details
Date of delivery at Project Site	
Odometer reading (km) / fuel level	
Acceptance Certificate No. and date	
Observations	

Handed over by	Taken over by
Name / Designation: _____ Signature: _____ Date: _____	Name / Designation: _____ Signature: _____ Date: _____

Form 10 – Power of Attorney

(On stamp paper of appropriate value)

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the [date, month and year], WE the undersigned [name of the company] of [address of the company], by virtue of authority conferred on us by Board Resolution No. _____ dated _____ [or, for a sole proprietorship / partnership, by the proprietor / partners], do hereby nominate and appoint [name of attorney], CNIC No. _____, of [address] to be our true and lawful Attorney, with full power and authority, for us and in our name, to do any or all of the following acts in respect of IFB No. DG(KPFS&HFA)/EMFTL/2026-2027/02:

(a) to sign and submit the bid, attend bid opening, and correspond with the Procuring Entity;

(b) to attend the presentation and any meetings, and give clarifications; and

(c) to do any other thing incidental to the above for the Khyber Pakhtunkhwa Food Safety & Halal Food Authority.

AND we hereby undertake to ratify everything which our Attorney shall lawfully do or cause to be done by virtue of this Power of Attorney.

IN WITNESS whereof we have signed this deed on the [date] day of [month] [year] at [place].

For and on behalf of the company	Acceptance by the Attorney
Signature: _____ Name / Designation: _____ Witness 1: _____ Witness 2: _____	I accept to be Attorney under the terms of this Power of Attorney. Signature: _____ Name: _____