

**GOVERNMENT OF KHYBER PAKHTUNKHWA
IRRIGATION DEPARTMENT**



BIDDING DOCUMENTS

FOR

**INSTITUTIONAL STRENGTHENING, CAPACITY BUILDING AND
CONSTRUCTION OF OFFICE SETUP FOR IRRIGATION (ACCELERATED
IMPLEMENTATION PROGRAM FOR MERGED AREA.**

(AIP) ADP NO.2466 (195199)

SUB WORK: MACHINERY & EQUIPMENTS.

IRRIGATION & HYDEL POWER DIVISION KHYBER

Phone No: 091-5820090

MAY, 2021

TABLE OF CONTENTS

S.No	Title	Page No.
01	Invitation for Bids	01-02
02	Instruction to Bidders	03-04
03	Bid form & Price Schedule.	05-06
04	General terms and conditions	07-08
05	Detail Specification	09-11
06	General and condition Conditions of Contract	12-18
07	Performance Guarantee form	19
08	Purchase Order / Contract Agreement	20

**INVITATION FOR
BIDS**

INVITING FOR BIDS

Sealed bids are hereby invited from eligible bidders (original manufacturers/authorized distributors/suppliers/firms/individuals) registered with sales tax and income tax Departments, for supply of the following machinery & equipments in accordance with KPPRA procurement rules on **single stage single envelop procedure**:

Name of Work: Institutional Strengthening, Capacity Building and Construction of office setup for Irrigation (Accelerated Implementation Program for Merged Area).
(AIP) ADP No. 2466 (195199)

Sub Work : **Machinery & Equipments.**

S No.	Description	Quantity
1.	Desktop computers	10
2.	Printers	08
3.	GPS	10
4.	Multimedia	01
5.	Level + Accessories	07
6.	Toner for Photocopier (Toshiba T-3520 D)	01
7.	Toner for Printer (26-A)	10
8.	Toner for Printer (79-A)	02
9.	Electric Drinking Water Cooler	01
10.	UPS (using double battery system)	01
11.	UPS Battery (200 Ah)	04
12.	Air Cooler	07
13.	Gas Heater	04

GENERAL TERMS AND CONDITIONS

1. Bidding documents containing instructions to bidders, detail specifications and terms and conditions can be downloaded upto one day prior to the opening date from Irrigation Department Website (www.irrigation.gkp.pk) as well as KPPRA website (www.kppra.gov.pk).
2. Financial Bids duly signed / stamped by an authorized person of the firm, sealed in envelop in conformity with instructions to the bidding documents should be delivered through registered DAK / courier / by hand to the office of the undersigned on or before **27/05/2021 at 12:00 Noon**, which shall be opened at **27/05/2021 at 12:30 PM** in presence of the intending bidders or representatives.

3. The bid shall be accompanied by 2% bid security in the shape of Call Deposit in the name of Executive Engineer, Irrigation & Hydel Power Division, District Khyber from any scheduled bank.
4. All federal and provincial duties/stamp duty/taxes including sales tax will be recoverable as per directives of the government of Pakistan issued from time to time.
5. In case of equal bids, the lowest bidder will be decided through toss/Draw in presence of the intending bidders.
6. The bidders are at liberty to seek any clarification or further information from the office of the undersigned as desired on any working day during office hours.
7. The undersigned reserves the right to reject any or all bids assigning cogent reasons.
8. The bidders must be registered with Khyber Pakhtunkhwa Revenue Authority Established under Khyber Pakhtunkhwa Finance Act 2013 (Khyber Pakhtunkhwa Act No. XXI of 2013 otherwise the bidder could not be applicable.

**Executive Engineer, Irrigation & Hydel Power Division, District Khyber
Near Jamrud Civil Hospital, Jamrud. Phone # 091-5820090**

INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

- A. The bidder must submit the bids in sealed envelopes on single stage Single Envelop procedure.
- B. The proposal shall be clearly marked on the outer side “**Financial proposal**”.
- C. The proposals must contain a transmittal letter on the bidder’s letterhead, duly stamped by authorized representative (as per prescribed specimen).
- D. The envelopes should be on the name address and contact details of the addresses and the addressors.
- E. The bidders are required to quote the bid, both in figure and words in the bid form of the bidding documents/ financial proposal.
- F. Only the first two figures after decimal of the rate will be considered for evaluation of the bid.
- G. In case of equal bids, the lowest bidder will be decided through toss/Draw in presence of the intending bidders and purchase committee.
- H. Any disfiguring/ over writing, manipulation in the bid shall be liable to rejection.
- I. The proposal shall contain the copy of legislation with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.
- J. The proposal shall contain sales tax registration certificate.
- K. The proposal shall be in accordance with enclosed specifications.
- L. Bid validity must be 90 days, Executive Engineer, Irrigation & Hydel Power Division, District Khyber may under exceptional circumstances request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.
- M. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the Government, will be blacklisted and debarred.
- N. The proposals should be in accordance with the specifications as per bidding document. Incomplete/conditional bid shall not be acceptable.
- O. The bidders shall submit bids on 27/05/2021 at 12:00 Noon to the office of the Executive Engineer, Irrigation & Hydel Power Division, District Khyber. The bids shall be opened at 27/05/2021 at 12:30 PM in presence of the intending bidders or representatives and purchase committee. No proposal in any case shall be accepted after the deadline.
- P. The bid shall be accompanied by 2% bid security in the shape of Call Deposit in the name of Executive Engineer, Irrigation & Hydel Power Division, District Khyber from any scheduled bank. Failure to submit the 2% CDR will lead to rejection of the bid

- Q. The bidder shall submit an affidavit that it has never been blacklisted.
- R. The bidders must be registered with Khyber Pakhtunkhwa Revenue Authority Established under Khyber Pakhtunkhwa Finance Act 2013 (Khyber Pakhtunkhwa Act No. XXI of 2013 otherwise the bidder could not be applicable.
- S. The work shall not be assigned/sublet to other contractor /firm by the lowest bidder without written approval of the undersigned otherwise his contractor will be rescinded and his 02% earnest money will be forfeited in favour of the government.
- T. The procuring entity reserves the right to reject any or all bids assigning cogent reasons.
- U. Performance bank guarantee at 10% of the contract value may be furnished by the successful bidder within 14 days of the letter of acceptance in shape of bank guarantee from a scheduled bank before signing of the contract agreement.
- V. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- W. All federal and provincial duties/stamp duty/taxes including sales tax will be recoverable as per directives of the government of Pakistan issued from time to time.
- X. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).

BID FORM AND PRICE SCHEDULES

Date: _____

IFB No: _____

To:

**The Executive Engineer,
Irrigation and Hydel Power Division,
District Khyber.**

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [30] days from the date fixed for Bid opening under relevant Clause of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2021_.

Signature

[In the Capacity of]

PRICE SCHEDULE IN PAK. RUPEES

Name of Bidder _____ IFB Number _____

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required
1	Desktop computers		10			
2	Printers		08			
3	GPS		10			
4	Multimedia		01			
5	Level + Accessories		07			
6	Toner for Photocopier (Toshiba T-3520 D)		01			
7	Toner for Printer (26-A)		10			
8	Toner for Printer (79-A)		02			
9	Electric Drinking Water Cooler		01			
10	UPS (using double battery system)		01			
11	UPS Battery (200 Ah)		04			
12	Air Cooler		07			
13	Gas Heater		04			

Signature of Bidder _____

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

GENERAL TERMS AND CONDITIONS

S.No	Description	Qty	Unit Rate (Rs.)	GST + Income Tax + Any other applicable Tax	Delivery Period	Total
1	Desktop computers	10				
2	Printers	08				
3	GPS	10				
4	Multimedia	01				
5	Level + Accessories	07				
6	Toner for Photocopier (Toshiba T-3520 D)	01				
7	Toner for Printer (26-A)	10				
8	Toner for Printer (79-A)	02				
9	Electric Drinking Water Cooler	01				
10	UPS (using double battery system)	01				
11	UPS Battery (200 Ah)	04				
12	Air Cooler	07				
13	Gas Heater	04				

General Terms and Conditions

Following are the General Terms and Conditions

- a. The above details shall be submitted in a sealed envelope.
- b. Sample where necessary must be submitted separately (Optional)
- c. The Supplier (s) must be registered with the Sales Tax authorities.
- d. Warranty of Goods shall be provided along with the bid. The warranty period shall be (01) year.
- e. The quote (s) must remain valid for 30 days after bid opening.
- f. All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.

- g. The request for quotation is non-transferable.
- h. Quotations must be submitted on or before the given time and date to the officer-designate for the purpose. No late quotation for any reason whatsoever, will be considered.
- i. The quote(s) must be accompanied with 2% bid security of the total quoted price in shape of call deposit from schedule bank.
- j. NTN certificate shall be enclosed.
- k. Each supplier can only submit one offer / quote.
- l. The quotation must carry the authorized signatures of the representative of the supplier.
- m. The Executive Engineer, Irrigation & Hydel Power Division, District Khyber has the right to accept or reject any or all bids assigning cogent reason

Thanking you.

Executive Engineer
Irrigation & Hydel Power Division,
District Khyber.
Near Jamrud Civil Hospital, Jamrud.
Phone # 091-5820090

DETAIL SPECIFICATION

S.No	Items	Required Specification
1	Desktop computers	<p>Processor: Core i5 4th Generation, Memory: 4 GB DDR RAM 500 GB Hard disk. DVD RW. 04 USB ports, Ethernet port, Wireless LAN, Bluetooth, 01 HDMI, VGA Port Cable cords, power supply cable. 19.5" LED USB Wired Keyboard. USB Wired Optical Scroll Mouse with pad.</p>
2	Printers	<p>Duplex print options Print speed: Printing Speed > 35 PPM (Black).. Print technology: Laser Print resolution: Black Fine Lines (1200 x 1200 dpi) Print cartridges number: 1 (black) minimum 3000 pages USB connectivity, Ethernet network. 256 Mb memory. 1200 MHz processor speed. 100-sheet multipurpose Tray 1, 250-sheet input Tray 2 150-sheet output bin. LCD control panel. Internal built in Power supply, 110-volt input voltage. ENERGY STAR® qualified; EPEAT® Silver; CECP. Driver software. Power cord, USB cable.</p>
3	GPS	<p>Display Resolution: 176x220 pixels. Display type: 256 level color TFT Battery: 2 AA batteries. Weight : 150 g approximately Water resistant.</p>
4	Multimedia	<p>Panel Type: 4:3 (x 3) LCD Lamp: 240W x 1 Brightness: 4500 lumens Lens: F1.60-1.90, f15.31-26.24mm Contrast Ratio :20000:1 Resolution: (1024 x 768)XGA Video Compatibility: PAL, PAL-M, PAL-N, PAL60, SECAM, NTSC, NTSC4.43 Screen Size: 30" - 300" Keystone Correction Range Vertical $\pm 35^\circ$ ($\pm 30^\circ$ when Auto); Horizontal $\pm 35^\circ$ Weight: Not more than 3.5 kg</p>

		<p>Power Consumption:320W (Standby mode : 8.0W, 0.5W(eco), 1.0W(network))</p> <p>Speaker : 10 Watt</p> <p>Terminals: HDMI (19 pin), PC in (D-sub HD 15-pin) x2, Video in, Audio in x3, LAN, Serial in (D-sub 9 pin), USB Type A, USB Type B</p> <p>Other Accessories:</p> <p>Standard Accessories: Wireless remote control unit with batteries, Power cord, VGA cable, Lens cap, One Addition Lens set, Projection Screen (8' x 6') with tripod, Ceiling Mount brackets (High & Low) & Filter unit.</p>
5	Level + Accessories	<p>Automatic Level:</p> <p>Magnification: 32x</p> <p>Accuracy: 1.0mm Per Km</p> <p>Field of View: 1°20'</p> <p>Object Aperture: 36-38mm</p> <p>Minimum Focus: 1m</p> <p>Minimum Focusing Distance: < 0.5 m</p> <p>Compensator: Magnetic Air Type Compensator</p> <p>Working Range: ± 15'</p> <p>Operating Temperature: 0°C to +50°C Storage Temperature: -20°C to +50°C</p> <p>Water and dust proof.</p> <p>Weight: < 1.6Kg.</p> <p>Free calibration service: 1 Year</p> <p>Accessories:</p> <p>User Manual, Plum Bob, L-Key, Pin, Carrying Case, Aluminum Tripod, Aluminum staff rod.</p>
6	Toner for Photocopier (Toshiba T-3520 D)	<p>Toner Cartridge T -3520D compatible with Toshiba STMC , ISO9001 and ISO14001,CE,etc certified</p> <p>Colour : Black</p> <p>Page yield: 21,000</p> <p>High quality.</p>
7	Toner for Printer (26-A)	<p>Toner cartridge compatible with HP 26-A printer.</p> <p>Colour: Black</p> <p>Page Yield: 3100</p>
8	Toner for Printer (79-A)	<p>Toner cartridge compatible with HP 79-A printer.</p> <p>Colour: Black</p> <p>Page Yield: 1000</p>
9	Electric Drinking Water Cooler	<p>Prime copper wrapped steel tank & electric fan motor</p> <p>Food grade non magnetic water tank</p> <p>Prime grade insulation</p> <p>Condenser with protection cover</p> <p>Stainless steel fully die made body with colored back</p> <p>Cooling capacity 25 liter per hour.</p>

10	UPS (using double battery system)	UPS for 2 battery (200Ah), Line Interactive Pure Sine Wave, 2KVA Voltage range : 140~300VAC Input frequency: 40Hz ~ 70Hz Output voltage: 220V +/-1% Multi-function LCD with LED indicators and beeper alarms Multiple protections: low battery alarm, low battery shutdown, overcharged shutdown, overload alarm, overload shutdown, over temperature shutdown, short circuit shutdown, etc. Standard R232 communication port
11	UPS Battery (200 Ah)	12 Volt, 200 Ah, Charged with Acid filled. Extra 1 litre battery tonic. Battery cable and terminal set.
12	Air Cooler	Shock & Rust Proof Plastic Body Imported Evaporative Cooling Pad for Maximum Cooling Electrical Steel Sheet with 99.9% Pure Cooper Wire Power Full Copper Motor Energy Efficient 75 Liters Capacity Voltage: 220v.
13	Gas Heater	Suigas operated, Two plates regulator. Auto ignition. Safety device. Heating capacity: Strong 3.26kW (2 ,800 kcal / h) Gas: Consumption <4.5 kW (3 ,870 kcal / h) Colour : Offwhite

Warranty for above items:

- 01 Year comprehensive support and warranty of firmware, Parts replacement, Service, Labor and onsite Support.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

A. LANGUAGE

All communications and documentations related to procurements shall be in English.

B. BID SECURITY DEPOSIT.

Unless otherwise agreed between the Procuring entity and the Supplier, the later shall deposit with the Procuring Entity a sum equal to 2 % of the total value of the goods detailed in the said Schedule.

C. PLACE AND TIME OF DELIVERY

The Supplier/Vendor/bidder shall delivery all supply items within period not exceeding **15 days** from the issuance of work order / contract agreement.

D. VARIATIONS / REPEAT ORDERS

The Procuring entity may during the execution of the Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPPRA Rules 2014.

E. INSPECTION of Goods on Delivery (whole applicable)

The goods shall be inspected by the inspecting team of the Procuring entity for quality/quantity etc at the agreed location/warehouse of the Procuring entity before the goods are provided/supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

F. PACKAGING

Material/works/service should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

G. PERFORMANCE BANK GUARANTEE.

Successful bidders shall furnish a Performance Bank Guarantee of 10% of value of Purchase Order/Tender price/Contract on the proforma prescribed provided that the guarantee is issued by any of the approved Banks within 14 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance

H. FORFEITURE OF PERFORMANCE BANK GUARANTEE.

The Performance Bank Guarantee may be forfeited if the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract / Purchase Order.

I. PAYMENT CLAUSE .

Payment shall be made on production of the following documents: -

- a. The Supplier/Vendor submits signed invoice in accordance with the contract agreement / purchase order. The invoice shall be provided with the Purchase Order and Material Receiving Report / Delivery Challan / Work Completion Report, with date, price/rate of each item.

- b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice). (where applicable)
- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Recovery of all applicable taxes at source should be made as per rules
- i. Certificate from procuring entity stating Goods as per standard / professional requirement.

K. OBLIGATIONS AND OPTIONS IN CASE OF NON- FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, Procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled as per KPPRA rules whose decision will final and binding on both the parties.

M. INDEMNITY

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

N. SUB-LETTING CONTRACT

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

N. BRIBES COMMISSION ETC.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability **15**

which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

P. TERMINATION End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

Termination by the Client

The Client may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

Termination by the Supplier

The supplier may suspend the Agreement by a written notice of thirty (30) days only if the supplier does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty(30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances, the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

Q. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

R. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPP Rules 2014.

S. CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

T. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Executive Engineer,
Irrigation & Hydel Power Division, District Khyber,
Near Jamrud Civil Hospital, Jamrud. Phone # 091-5820090

To: The Supplier _____

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

U. QUALIFICATION CRITERIA

Following is the qualification criteria. Procuring Entity may add more (in case required) strictly in accordance with the PPRA rules.

1. Bidders should be registered entities with the Government (contractor with PEC; Company with SECP or any other authority). However bidders are not required to be locally registered with the procuring entity
2. Carrying a National Tax Number (NTN) , or FBR Tax Exemption Certificate;
3. Sales tax certificate (where required).
4. Should demonstrate similar experience for at least 3 years.
5. Shall provide on a stamp paper an Affidavit stating that the proponent has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal / provincial governments.

**PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF PURCHASE
ORDER / CONTRACT AGREEMENT**

(to be furnished on non-judicial stamp paper of appropriate value)

WHEREAS <name of procuring entity> having its registered office at _____, by an agreement made between _____ (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract) vide agreement / letter / P.O. No. dated for the supply of goods / works / services specified in the said Purchase Order / contract agreement.

AND WHEREAS in accordance with the provisions of clause _____ of the Contract/Purchase Order the supplier is required to furnish a bank guarantee for the due performance and observance of all the terms provisions and stipulations of the Contract/Purchase Order by the service provider and the service provider has requested Bank Limited to issue the said Guarantee for amount of Rupees _____ (Rs. _____) equivalent to 10 % of the total value shown in the purchase order.

In consideration of the premises we _____ Bank Limited _____ hereby guarantee irrevocably and unconditionally forthwith to pay to the procuring entity without reference to the service provider on the first demand of the procuring entity in writing stating that the service provider has committed a default under the Contract/Purchase order without any further statement of the particulars of such default and notwithstanding any contestation by the supplier an amount not exceeding Rupees _____

And we _____ Bank Limited hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the procuring entity under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of procuring entity shall in any way release this Bank from any liability under this guarantee.

The validity of this guarantee shall expire after _____ days o _____ of the completion of delivery of supplies to the procuring entity by the supplier in conformity with the provisions of the Contract/Purchase Order. After its expiry the procuring entity shall return this guarantee to the Supplier for cancellation by this bank.

NAME OF BANK
WITH ADDRESS
AUTHORISED OFFICER OF THE BANK

PURCHASE ORDER / CONTRACT AGREEMENT

The purchase order is the simplest form of contract for procurement between the procuring entity and the supplier. It is used to form a contract by accepting the successful bidder's quotation, where no contract award notice or detailed contract document is required. The purchase order defines the goods to be supplied, the price to be paid for the goods, works or services and the delivery period required.

2. The purchase order shall carry the following information:
- the name of the supplier;
 - the date of issue of the Purchase Order;
 - the delivery address;
 - the name of the procuring entity purchasing the items;
 - the Requisition Number;
 - the Purchase Order Number;
 - the quantity of each item required;
 - any part or pattern number for each item;
 - a brief description of each item;
 - the unit cost or rate for each item; and
 - the delivery period and whether the delivery is to be made in lots.