

**PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION,
KHYBER PAKHTUNKHWA-PEDO**

GOVERNMENT OF KHYBER PAKHTUNKHWA

PROCUREMENT OF GOODS

**FOR
PROJECT MANAGEMENT UNIT
MINI/MICRO HYDROPOWER PROJECTS**

May, 2017

Table of Contents

INVITATION TO BID	2
INSTRUCTION TO BIDDERS	3
GENERAL TERMS AND CONDITIONS.....	7
QUALIFICATION CRITERIA	9
GENERAL AND SPECIAL CONDITIONS OF CONTRACT	10
A. L A N G U A G E	10
B. B I D S E C U R I T Y D E P O S I T	10
C. P L A C E A N D T I M E O F D E L I V E R Y.....	10
D. V A R I A T I O N S / R E P E A T O R D E R S.....	10
E. I N S P E C T I O N o f G o o d s o n D e l i v e r y (w h o l e a p p l i c a b l e)	10
F. P A C K A G I N G	11
G. P E R F O R M A N C E B A N K G U A R A N T E E (O P T I O N A L).....	11
H. P A Y E M E N T C L A U S E	12
K. O B L I G A T I O N S A N D O P T I O N S I N C A S E O F	13
L. D I S P U T E S A N D C O N T R O V E R S I E S / D I S P U T E R E S O L U T I O N.....	14
M. I N D E M N I T Y	14
N. S U B - L E T T I N G C O N T R A C T	14
O. B R I B E S C O M M I S S I O N E T C.	14
Q. F O R C E M A J E U R E	15
R. A P P L I C A B L E L A W S.....	16
S. C O N T R A C T A M E N D M E N T	16
T. N O T I C E S	16
PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF PURCHASE	17

INVITATION TO BID



P E D O
PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION
Government of Khyber Pakhtunkhwa Peshawar
Energy & Power Department



TENDER NOTICE

Project Management Unit, Mini Micro Hydropower Projects, PEDO, Government of Khyber Pakhtunkhwa, invites sealed tenders/quotations from well reputed firms/authorized dealers or distributors duly registered with Income Tax & Sales Tax for the supply of the following equipment on item wise basis:

Sr#	Item Description	Quantity	Unit
1	Core i7 Laptop	25	No.
2	Core i5 desktop computers with UPS	15	No.
3	Black A4 size Laser Printers	19	No.
4	Colored Laserjet Printers (all in one)	6	No.
5	LED TV	1	No.
6	Spiral Binding Machine	4	No.
7	Telephone	8	No.
8	Internet Routers	10	No.
9	Split Air Conditioners	18	No.
10	Refrigerators	5	No.
11	Generator	4	No.

Terms & Conditions

- Signed tender documents and other terms and conditions/specifications can be obtained from the office at the address mentioned below at cost of Rs. 1000 in form of bank draft/CDR in favour of Manager Mini / Micro HPPs, PEDO.
- Unsigned tender documents can be downloaded from the PEDO official website (www.pedo.pk), however the bidders who purchased the signed documents will only be considered.
- Quotations will be evaluated as per criteria mentioned in the bidding documents.
- Tenders are required to be submitted along with 2% earnest money in shape of call deposit/bank draft in favour of Manager Mini / Micro HPPs, PEDO.
- Bidders may quote rates for any or all the items. Lowest individual quote will be considered for each item.
- The items/quantity may vary as per the demand of client.
- Quoted rates of each item must be inclusive of all taxes/duties/transportation cost etc. All applicable taxes shall be deducted as per applicable law.
- All items should be supplied as per supply order, failing which the call deposit shall stand forfeited.
- Only the firms/authorized dealers registered with Sales Tax Department should submit their tenders.
- The bidders are requested to give their best and final prices as no negotiations are expected.
- An affidavit regarding provision of original/genuine items will be submitted by the successful bidder on the stamp paper.
- The bidders 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.
- Incomplete/Conditional/Ambiguous applications shall not be considered.
- PEDO reserves the right to cancel the process at any stage as per KPPRA rules.
- Tenders complete in all respects and clearly marked with (Tender for Equipment) must reach on or before 18th May, 2017 on the address mentioned below, and will be opened on the same date, 2:00 PM, at the address stated below.

MANAGER MINI / MICRO HPPs, PEDO

ROOM # 304, PEDO HOUSE 38/B-II, PHASE V,
HAYATABAD PESHAWAR.
PHONE: +92 91 9217055

INSTRUCTION TO BIDDERS

- A. The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method single stage one envelope.
- B. The proposal shall be typed in New Times Roman with font size 12 and single spacing. Any hand written part or full proposal (either technical or financial) shall be rejected and shall be in English.
- 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 proposal shall contain the copy of registration with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.
- F. The proposal shall have complete delivery schedule.
- G. The bidder shall specify validity in days, the submitted bid to Project Management Unit, MMHPPs 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.
- H. 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 project/government, will be blacklisted and debarred.
- I. The proposals should be in accordance with enclosed specifications and technical design.
- J. The bidder shall submit an affidavit that it has never been blacklisted.
- K. Submit statement of any history of litigation or ongoing.
- L. The bidder will deposit bid security in form of CDR with procuring entity equal to 2 % of the total value of the items including taxes along with the bid in the envelope.
- M. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- N. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- O. The procuring, entity **may** ask successful bidders for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank of Pakistan.
- P. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- Q. 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).

Date: _____

**To,
Manager, P&D, Mini Micro
Project Management Unit, MMHPPs, PEDO**

Dear sir,

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* 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 in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, and if asked by the procuring agency to submit bank guarantee, we will obtain the guarantee of a bank in a sum equivalent to ten (10) percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency and that can be forfeited upon unsatisfactory performance or otherwise and as the case may, will be decided by the client.

We agree to abide by this Bid for a period of *[number]* 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 the items or quantities or both may change as per demand of the client.

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

_____ day of _____ 20 _____

[signature,stamp][in the capacity of]

Price Schedule in Pak Rupees.

			Col-1	Col-2	Col-3	Col-4	Col-5
Sr#	Item Description	Specifications	Qty (No.)	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax (Rs.) per unit item	Total Unit Rate (Rs.) including all Taxes etc... = Col(3) + Col(2)	Grand Total (Rs) =Col(4) x Col(1)
1.1	Core i7 Laptop	Dell/HP/Lenovo or equivalent with specs of Screen: 15.6". Processor(7th Gen.): 2.7 GHz. 8GB ram, 1TB hardisk, 2GB GDDR5 Graphics Card , keyboard with numeric keypad, with laptop bag. 1 year Local Warranty (Labor and Parts).Prof.Series.	20				
1.2	Core i7 Laptop	Dell/HP/Lenovo or equivalent with specs of Screen: 14". Processor (7th Gen.): 2.7 GHz. 8GB ram, 1TB hardisk, 2GB GDDR5 Graphics Card, with laptop bag. 1 year Local Warranty (Labor and Parts). Prof.Series.	5				
2	Core i5 desktop computers with UPS	Processor (7 th Gen.): 3.5 GHz. 8GB ram, 1TB hardisk, with wifi adapter, 22" LED monitor, and UPS of capacity 650VA, 300W, including battery, complete in all respect with one year local warranty.	15				
3	Black A4 size Laser Printers	HP/Samsung or equivalent with facility of Plug & Play, wifi connectivity, automatic double sided print ability etc with one year local warranty. Min 33PPM.	19				
4	Colored Laser jet Printers (all in one)	HP/Samsung or equivalent with facility of Print, Copy, Duplex Scan, fax, wireless with one year local warranty. Min 11PPM Color. Min 20PPM.	6				
5	LED TV	Ecostar/Orient/Changhoungruba or equivalent with specs of 65", with HDMI, USB, Wifi connectivity etc with one year local warranty.	1				
6	Spiral Binding Machine	Standard machine complete in all respect with one year local warranty.	4				
7	Telephone	Standard device with CLI etc and with all necessary items with one year local warranty.	8				
8	Internet Routers	Standard device with all the necessary cables etc. (TP-Link with two antennas) and with one year local warranty.	10				
9	Split Air Conditioners	Gree/Orient/Samsung/Kenwood/Hair or equivalent with specs of 1.5 Ton (dc-inverter, heat & cool), 18000 BTU, complete in all respect, including installation etc with	18				

			Col-1	Col-2	Col-3	Col-4	Col-5
Sr#	Item Description	Specifications	Qty (No.)	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax (Rs.) per unit item	Total Unit Rate (Rs.) including all Taxes etc... = Col(3) + Col (2)	Grand Total (Rs) =Col(4) x Col(1)
		one year local warranty.					
10	Refrigerators	Hair/Dawlance/Orient or equivalent with specs of 14 cubic feet in volume, low voltage operation, detachable gasket, auto defrost function, solid frost, scratch less glass, with one year local warranty.	5				
11	Generators	Petrol & Gas Generator: Honda/Yamaha or equivalent with specs of 5KVA, self start, battery, Gas kit, noise level 72db with one year local warranty.	4				

Name of Bidder _____ Page of _____

Signature with stamp of Bidder _____ Contact No: _____ CNIC No: _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail. Lowest Individual item rates will be considered.

GENERAL TERMS AND CONDITIONS

Any addition, deletion or modification of any clause of these conditions is not acceptable and may lead to rejection of the bid. By submitting the bid, the bidder/vendor declares to abide by and bound by the conditions laid down in the advertisement together with those mentioned hereunder:

1. The above details shall be submitted in a sealed envelope
2. The Supplier (s) must be registered (valid) with the Sales Tax authorities.
3. The firm / bidder shall clearly provide the proof of Registration for GST / NTN on their printed letterheads.
4. Warranty of Goods shall be provided along with “quote” “the warranty period shall be at least **One year (Local) or as desired by the Procurement Committee.**
5. The quote (s) must remain valid for **90 days.**
6. All suppliers shall mention all applicable taxes in their quotes otherwise will be considered as non responsive.
7. The request for quotation is non-transferable.
8. Quotations must be submitted on or before the given time and date to the procurement committee- designated for the purpose. No late quotation for any reason what so ever, will be considered.
9. The quote(s) must be accompanied with a bid security in form of CDR valuing **2 %** of the total quoted price.
10. Each supplier can only submit one offer / quote for each item they quote.
11. The quotation must carry the authorized signatures of the representative and stamp of the supplier firm.
12. Lowest item wise price (including all taxes) will be considered only during comparative assessment of firms quoted prices against each item.
13. Final result of qualifying bidders will be announced within a week of the opening of bids.
14. Certificate must be attached showing that the equipment/supplies quoted by the firm are imported through legal channel/(s) and no grey channel/smuggled or refurbished product is quoted. In case any product provided by the firm was found to be otherwise then stated, the Procurement Committee reserves the right to initiate legal/disciplinary action against the firm, including, but not limited to, penalizing/blacklisting the said firm.
15. The offered items must be brand new and free from any defect.
16. The Bids/Offer shall remain valid for 90 days from the date of opening. The bidders shall quote their prices inclusive of all duties / Taxes / Packing / Petrol / Transportation / Installation / Demonstration etc. and all other expenses on delivery to consignee at the Procurement Committee desired location.
17. The sealed bids complete in all respect must reach at the address mentioned in advertisement along with 2% Bid security in shape of CDR to be attached with the bid. No bid will be accepted without 2% bid security.
18. The items shall be delivered/installed at the designated locations within 30-days of issuance of the Work Order.
19. A penalty of 0.25% of the total cost of order can be imposed per day upto 10 days for delay on the part of the bidder. A penalty of 0.5% of the total cost of order will be imposed for delay beyond 10 days.
20. In case of failure in the supply, the Procurement Committee will have the right to cancel the supply order and forfeit the 2% Bid security and can black list the firm.
21. 10% of the total billed amount shall be retained from the bill of the bidder by the Procurement Committee as Security for a Period of Not less than Three Months. The

security amount will be released after 3 months of supply, subject to non-receipt of complaint or others from the any concerned quarter.

22. If a complaint/observation received from any forum, bidder is bound to rectify that observation within that period as desired by the procurement committee.
23. The Procurement Committee has the right to increase or decrease the quantum of work according to its requirement/available budget and approvals etc. The bidder has no privilege to ask Procurement Committee about this variation. No additional cost will be paid for such increase or decrease etc.
24. The following documents must be attached with the bid:
 - Valid NTN and STRN Certificates
 - Duly signed and stamped copy of conditions, product specification and price schedule issued by the Procurement Committee.
 - Declaration on Stamp Paper that the firm has never been Black Listed
25. The successful bidder shall have to sign a Contract Agreement on the Stamp Paper of Rs. 100/- duly attested from notary public.
26. Advance payment to the firm is not allowed and shall not be asked for by the bidder.
27. Tender received after the closing date / time will not be entertained.
28. Only those tenders will be entertained which are absolutely clear/unambiguous, unconditional and legible. Any unavoidable cutting/overwriting must be signed and initial.
29. The tenders shall be opened in accordance with the schedule given in the advertisement. The bidders or their representatives can be present if they so desire.
30. Procurement Committee, PMU, MMHPPs, PEDO may reject, in part or as a whole, any one or all the bids in accordance with the rules in vogue.

QUALIFICATION CRITERIA

Following is the qualification criteria. Procuring Entity may add further (in case required) strictly in accordance with the KPPRA rules 2014.

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. Authorized Dealer/Agent/Distributor of Manufacturer.
3. Carrying a National Tax Number (NTN) , or a CBR Tax Exemption Certificate; and must be the active tax payer.
4. Sales tax certificate (where required)
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. If found something unsatisfactory, the client has full power to terminate his contract and to forfeit his Bid Security or Performance Guarantee.

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 as bid security and will be refunded after satisfactory delivery to the client.

C. PLACE AND TIME OF DELIVERY

The Supplier/Vendor/bidder shall as may be required by the Procuring entity either deliver free at, places detailed in the said Schedule, the list and Quantities of the goods detailed herein and the goods shall be delivered out not later than the dates specified.

(i) Delivery Schedule

Ser. #	Item /	Date of	Place of	Verification	Acceptance
	Deliverable	Delivery	delivery		

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 and will get a delivery order from inspecting team before delivery. Otherwise will not be accepted.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity

and quality claims.

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 otherwise delivery will not be accepted.

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 at the location as specified by the client in writing in stipulated time.

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 (OPTIONAL)

Successful bidders shall furnish a Performance Bank Guarantee of 10%(where applicable) 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 of all the equipments contracted.

If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

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 terms and condition as mention in this document or in advertisement.

H. PAYEMENT CLAUSE

Payment shall be made on production of but not limited to the following documents: -

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract.
- b. The invoice must show the Purchase Order No. _____, Material Receiving Report No. _____, and Acceptance Note No. _____, with date, price/rate of each item.
- c. 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/Specification and as desired by the client.
- d. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- e. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice even if they don't mentioned it in their rates). (where applicable)
- f. National Tax Number.
- g. Sales Tax Registration Number.
- h. Certificate in original issued by any one of the Independent Inception (where applicable).
- i. Bank Account Number and Branch.
- j. Recovery of all applicable taxes at source should be made as per applicable rules.
- k. Any other document/information that client deem necessary to provide.

K. OBLIGATIONS AND OPTIONS IN CASE OF NONFULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

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

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing that firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the firm.

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/advertisement or others etc

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 or as per applicable law.

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 and the supplier is bound to pay all the damages upon single written demand without asking client from justification and bias etc.

L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

Procuring Entity shall constitute a Committee with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPPRA Rules 2014.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA 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 or 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 to 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.

O. 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 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 givingfifteen (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 KPPRA 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 both 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 Client

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.

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 an amount of Rupees _____ (Rs. _____) equivalent to <specify %> 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 on _____ 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