

TENDER NOTICE

Sealed bids are invited from reputed Authorized dealers/firms/companies for the purchase of the following IT Equipments and other machinery "for Home and Tribal Affairs Department Government of Khyber Pakhtunkhwa during Current Financial Year 2021-22.

S.No	Item	Qty
1	Desktop Computer	30
2	Laptop	15
3	Normal Printer	30
4	UPS 1.5 KVA	30
5	Heavy duty Printer	02
6	Scanner	05
7	DC Invertor	10

Terms & Conditions:

1. The sealed bid should reach the office of undersigned on **12-04-2022** up to **11:00 AM** which will be opened on the same date at **11:30 AM** in the presence of the representatives of the firms who choose to be present. Bids shall be evaluated under single Stage, one Envelope Procedure (Rule 6(2)(a)) of KPPRA Rules 2014.
2. Financial Bids duly completed, signed, stamped, sealed and in complete conformity with instructions in SBD and specification therein must be delivered to the office of the undersigned. Late submitted Bids will not be entertained.
3. Each bidder is required to submit bid security at the rate of 2% of the total bid in the shape of CDR in the name of Section Officer (General) Home & Tribal Affairs Department Khyber Pakhtunkhwa.
4. The specifications and the detailed bidding documents can be downloaded from www.kppra.gov.pk or hd.kp.gov.pk or can also be obtained from the office of the Section Officer (General) Home & Tribal Affairs Department, Khyber Pakhtunkhwa Peshawar.
5. The firm/ vendor should be registered with Sales Tax and Income Tax Departments and should be on Active Tax Payer List of FBR and KPPRA. Valid documents of sales tax, income tax, NTN and professional tax must be attached with bidding documents.
6. Incomplete bid shall not be entertained.
7. The Successful Bidder will be bound to supply the items within due time and as per schedule mentioned in the bidding documents.
8. The firm shall include GST and all other applicable taxes and auxiliary charges (such as delivery/freight charges etc.) in the offered rates.
9. The firm will be bound to replace the IT Equipment and other machinery items damaged during supply.
10. The competent authority reserves the right to accept/reject wholly or partially any proposal or cancel altogether at any stage under KPPRA rules.

Note: Errors/Omission are subject to rectification.


SECTION OFFICER (GENERAL)
Home & Tribal Affairs Department
Khyber Pakhtunkhwa, Peshawar
Phone# 091-9214104



**STANDARD FORM OF BIDDING DOCUMENTS
FOR
PROCUREMENT OF IT & OTHER EQUIPMENTS**

Last Date/Time for Submission: 12th of April, 2022 at 11:00 AM

Bid Opening Date/Time: 12th of April, 2022 at 11:30 AM

**Home & Tribal Affairs Department
Govt. of Khyber Pakhtunkhwa**

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INVITATION FOR BIDS

IFB No:-

Date: - -2022

1. The Home & Tribal Affairs (H&TA) Department has received an allocation from the Public Fund in Pak rupees towards the cost of purchasing IT and other equipment. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for procurement of IT and other equipment's under Single Stage-One Envelop procedure.
2. The H&TA Department invites sealed bids from eligible bidders for the supply of IT & Other Office Equipment.
3. Interested eligible bidders may obtain the bidding documents from Section Officer (General) H&TA Department located Block-D, Civil Secretariat, Peshawar.
4. The provisions in the Instructions to Bidders and in the General Conditions of Contract are in compliance with the provisions of the Khyber Pakhtunkhwa Public Procurement Act and Rules made there under which also conform to the requirements of the World Bank Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan.
5. Sealed bids must be delivered to the above office on 12-04-2022 by 11:00 AM and must be accompanied by a security of two (02 %) percent in the form of Demand Draft/ CDR.
6. Bids will be opened in the presence of bidders' representatives who choose to attend at 12-04-2022 at 11:30 AM in the Committee Room of H&TA Department, Block-D, Civil Secretariat, Peshawar.
7. The bidders are requested to give their best and final prices as no negotiations are allowed on the quoted price.

SECTION OFFICER (GENERAL)

H&TA Department, Block-D, Civil Secretariat, Peshawar

INSTRUCTIONS TO BIDDERS

- A. The bidder must submit the proposals in sealed envelopes and as per specified procurement method of Single Stages-One Envelope.
- B. The proposals must contain a transmittal letter on the bidder's letterhead, duly stamped by authorized representative (BID FORM AND PRICE SCHEDULES).
- C. Bidders can apply for one or more items, evaluation shall be made on item wise.
- D. The envelopes should have the name address and contact details of the addresses and the addressors.
- E. 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.
- F. The bidder shall specify validity in days for the submitted bid. The H&TA 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.
- G. 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.
- H. The proposals should be in accordance with enclosed specifications and technical design.
- I. Response time: all bidders shall submit proposals/bids on or before on 12-04-2022 at 11:00 AM at H&TA Department, Block-D, Civil Secretariat, Peshawar. These will be opened on same day half an hour after the deadline i.e. 11:30 A.M. No proposal in any case shall be accepted after the deadline.
- J. The bidder shall submit audited financial statements for the last two years and account balance statement for the current ongoing year.
- K. The bidder shall submit an affidavit that the Firm is never been blacklisted.
- L. The bidder will deposit bid security money with procuring entity equal to 2% of the total value of the bid. The bid security money so deposited shall be returned to the un-successful bidders after signing the contract with successful bidder(s).
- M. The procuring, entity shall ask for a performance bank guarantee @ 10% of the total contract value from successful bidders. This bank guarantee should be from a scheduled bank and shall be valid for the warranty period.
- N. 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.
- O. The procuring entity may opt for re-bidding in case the proposals does not satisfy its requirements.
- P. Contract will be signed with the successful bidders and its terms and conditions will govern the execution 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 (H&TA and supplier/vendor/bidder).
- R. Delivery shall be made to the H&TA office Peshawar within 30 days after issuance of Purchase Order/Contract signing.
- S. The procuring entity reserves the right to increase/decrease the quantities of items subject to funds availability.

ELIGIBILITY/MANDATORY CRITERIA

Following is the eligibility criteria.

- i. Bidders should be registered entity with the Government (Company with SECP or any other authority). However, bidders are not required to be locally registered with the procuring entity.
- ii. Bidder must be income tax and sales tax registered and must be on active tax payers list of FBR and KPRA. The same shall be verified online.
- iii. The bidder must be a manufacturer or direct agent of the manufacturer or authorized distributors of required equipment in Pakistan.
- iv. The supplier should have a documented track of completing at least five (5) assignments of similar nature, during last two (2) years, involving the supply of comparable scale.
- v. The bidder should have an office in Peshawar for after sale services.
- vi. The bidder can provide the item within the time specified.
- vii. The bidder should provide warranty of the quoted items for a period of one year.
- viii. The bidder Shall provide on a duly attested stamp paper an Affidavit stating that the supplier has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal / provincial governments and that no litigation is under way against them.
- ix. The bidder shall provide an Undertaking on a judicial stamp paper of PKR. 100/- duly attested by the oath commissioner/ Notary Public that the quoted Goods are genuine, brand new, non- refurbished, un- altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials.

Note: Being mandatory parameters, the bid shall be straightaway rejected in case of any non-compliance with any of these parameters.

Note: Purchase Order shall be awarded to the eligible and responsive bidders offering lowest price and conforming the required specifications.

DOCUMENTARY EVIDENCE TO BE PROVIDED FOR ELEGIBILITY/MANDATORY REQUIREMENTS

1. Copy of Valid Registration Certificate with SECP, Registrar of Firms or any other authority.
2. Copies of Valid & Updated Income Tax and Sales Tax registration with Active Status.
3. Copy of Valid Manufacturer, Authorization or Partnership Certificate as applicable for the bided items.
4. Details along-with Copies of five (05) completed purchase orders or contracts of similar nature and amount (Specimen attached at Bid Form – II).
5. Proof of local office in Peshawar for after sales services.
6. Affidavit of Non-blacklisting on judicial stamp paper of Rupees 100/- duly attested by the oath commissioner / Notary Public.
7. An Undertaking on a judicial stamp paper of PKR. 100/- duly attested by the oath commissioner/ Notary Public that the quoted Goods are genuine, brand new, non- refurbished, un- altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials.
8. Stamp and signed Bidding Documents (signed on each page).

SCHEDULE OF REQUIREMENT

S.No	Item	Description/Technical Specifications	Quantity
1	Desktop Computer	Branded Intel Core i3 3.0 Ghz 11 th generation with 6 MB cache, 8 GB DDR4 RAM, 500 GB Hard Drive, Branded Mouse and Keyboard, Integrated Graphics, Internal WLAN card and LAN with branded 18.5" LCD, 1 year warranty	30
2	Laptop	Branded Intel Core i7 11 th Generation, base 3.0 GHz up-to 4 GHz, 12 MB cache, 4 core, 512 GB SSD, 8 GB RAM, Integrated Graphics, 13"-15.6" LED with aspect ratio of 16:9 FHD anti-glare screen 1920 x 1080 resolution, HD Webcam with privacy shutter, LAN: Integrated 10/100/1000 GbE , Wireless: 802.11a/b/g/n/ac, Bluetooth 5.0, Branded carrying bag, 3.0 USB, HDMI, Audio/Microphone port, backlit keyboard, 1 year warranty	15
3	Normal Printers	Laser 25 PPM or higher, USB 2.0 connectivity, Ethernet, Network ready, Resolution 1200x1200 dpi or higher, Max Paper size: 8.5" x 14", Automatic duplex printing 1 year warranty	30
4	UPS 1.5 KVA	Branded Stepped Sinewave with capacity of 1500VA/900W, Online-Voltage: 160-287VAC, Online frequency: 50/60Hz +5Hz, Output Voltage: 230VAC +-5%, Battery: 12V x 9Ah x 2 or above, Safety Standard: IEC62040-1-1, 1 year warranty	30
5	Scanner	Desktop Sheetfed Scanner 35 ppm/70 ipm or above, having operator control panel, Scanning: Single RGB LED Illumination CIS (CMOS); Grayscale output bit depth is 256 levels (8-bit); color output bit depth is 24 bits (8 x 3); color capture bit depth is 48 bits (16 x 3), Maximum Optical Capture Resolution 600 dpi, Image Output Resolution upto 1200 dpi, Maximum Document Size: 8.5 in. x 110 in., Minimum Document Size: 2.05 in. x 2.05 in., Feeder Capacity: 70-80 sheets, Output File Formats: BMP, JPEG, MICROSOFT WORD-EXCEL, Single & Multipage TIFF, PDF, Text Searchable PDF, PNG, RTF	05
6	Heavy duty Printers	All-in-One (Print, copy, scan, fax), Print Technology: Laser, 30 PPM or above, Connectivity: USB 2.0, Ethernet, Wifi, Memory: 64 MB or above, upto 1200x1200 dpi resolution, paper support: A4, Legal, Duplex Automatic Printing Support, Touch Screen LCD display	02
7	DC Invertor	1.5 Ton (Hot & Cold)	10

BID FORM - I

Date: _____

IFB No: _____

To:

The Section Officer (General),
Home & Tribal Affairs Department,
Govt. of Khyber Pakhtunkhwa.

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, we will deliver the goods 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 with validity of warranty period for the due performance of the Contract (IT Equipment), in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of 90 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 undertake that in competing for (and, if the award is made to us in executing) the above contract, we will strictly observe the law against fraud and corruption in force for time being in Pakistan.

We confirm that we comply with the eligibility requirements dully mentioned in the bidding documents.

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

Dated this _____ day of _____ 20_____.

signature]

[in the capacity of]

BID FORM - II: BIDDER'S PAST PERFORMANCE

Name of the Firm/Company:

Bid Reference No:

Date of Opening of Bid:

Assessment Period: Track of five completed assignment of similar nature during last 2 years.

Name of the Purchaser/Procurement Agency	Purchase Order No.	Description of Order	Value of Order	Date of Completion	Purchasers Certificate

Note: Bidders may use additional sheets if required and all entries should be supported by completion certificate issued by Purchaser/Procurement entity.

PRICE SCHEDULE

Name of Bidder: _____ IFB Number: _____

Financial Bid Sheet								
Subject: Procurement of IT and Other Equipment's			Date:					
Supplier Name, Address & Contact Details:			Closing Date					
			NTN:					
			STRN					
			Tel:					
			Fax:					
			Email:					
Delivery and completion days from the issuance date of Purchase Order :								
Quotation validity (in days):								
Mentioned warranty and quoted brand against each line item:								
Delivery and installation Locations:			H&TA Office Peshawar					
S.#	Item	Description	Unit	Qty	Unit Price	GST Amount	Unit Price Including GST	Total Price including GST
1	Desktop Computer							
2	Laptop							
3	Normal Printer							
4	UPS 1.5 KVA							
5	Scanner							
6	Heavy duty Printer							
7	DC Invertor							

Signature of Bidder

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

GENERAL TERMS AND CONDITIONS

Ser. #	Description / Specification	Qty.	Unit Rate (Rs.)	GST+any other applicable tax	Delivery Period	Total
1.						
2.						
3.						

1. Following are the details regarding request for bids for procurement of IT & Other Equipment's.

Matrix to be filled by the bidder as per the instructions laid down here.

2. **General Terms and Conditions:** Following are the General Terms and Conditions

- (a) The above details shall be submitted in a sealed envelope
- (b) "OPTIONAL" Sample must be submitted separately. In case samples are not provided, quote will be considered non-responsive.
- (c) The Supplier (s) must be registered with the Provincial Sales Tax authority.
- (d) Warranty of Goods shall be provided. The warranty period shall be one (01) year"
- (e) The quote (s) must remain valid for ninety (90) days
- (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 bid is non-transferable.
- (h) Bids must be submitted on or before the given time and date to the officer designate for the purpose. No late bid for any reason whatsoever will be considered.
- (i) The quote(s) must be accompanied with a bid security valuing 2 % of the total quoted price.
- (j) NTN and Sales Tax 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) H&TA has the right to accept or reject any or all offers without assigning any reason thereof.

Thanking you.


Section Officer (General)
H&TA Department Peshawar

**GENERAL AND SPECIAL CONDITIONS OF
CONTRACT/PURCHASE ORDER**

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 at 'C'.

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 KPP 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 20 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. If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

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

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, Material Receiving Report No.____, and Acceptance Note No.____, 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).
- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Bank Account Number and Branch.
- i. Recovery of all applicable taxes at source should be made as per rules
- j. Certificate from procuring entity stating Goods as per standard / professional requirement (where applicable on format given below)

DETAIL OF STANDARDS (if applicable)

S. #	Meets best quality standards (5)	Meets acceptable quality standards (4)	Meets un acceptable quality standards (3)	Does not meet acceptable quality standards (2)
1.				
2.				
3.				
4.				

Delivery / Deliverable accepted since it meets acceptable / best quality standards (5/4)

(Assessment /Evaluation Officers)
Name and Designation

J. 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 contract (representing consultant firm /organization). The Contract Coordinator shall have the qualifications as may be agreed between the client and the consultant.

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.

K. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

Procuring Entity shall constitute a Committee consisting of odd number of persons 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.

If a bidder is not satisfied with the decision of the Committee, he may take recourse to the KPPRA.

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 PPRA whose decision will final and binding on both the parties

L. 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.

M. 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 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.

O. TERMINATION

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.

P. 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.

Q. 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.

R. 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.

S. N O T I C E S

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