

**TRANSPORT PLANNING AND TRAFFIC
ENGINEERING UNIT (TPU) PROJECT**

**TRANSPORT & MASS TRANSIT DEPARTMENT
GOVT. OF KHYBER PAKHTUNKHWA.**

**PROCUREMENT OF IT EQUIPMENT
& OFFICE EQUIPMENT**

COTRACT # TMTD/TPU/EQUIPMENT/2016-17-01

21st June, 2017

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Invitation for Bids

Date: 21st June,2017

IFB No. TMTD/TPU/EQUIPMENT/2016-17-01

1. TPU Project of Transport & Mass Transit KPK has received an allocation from the Public Fund in Pak rupees towards the cost of Establishment of Transport Planning and Traffic Engineering Unit (TPU), Transport & Mass Transit Department (T&MTD) Khyber Pakhtunkhwa . It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for Supply and Commissioning/Installation of **IT & OFFICE Equipment.**
2. TPU Project of T&MTD KPK now invites sealed bids from eligible bidders for the supply, **of IT and Office Equipment as per below mentioned specifications.**
3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of TPU Project located at Benevolent Fund Building, 1st Floor, Hall no 230.
4. A complete set of bidding documents may be downloaded from website <http://newtransport.kp.gov.pk>. or purchased by interested bidders on the submission of a written application to the above and upon payment of a nonrefundable fee Pak. Rupees 500/-
5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are in strict compliance with the provisions of the Khyber Pakhtunkhwa Public Procurement Act and its Rules 2014.
6. Bids must be delivered to the above **office on or before 13th July, 2017 by 1400 hours along with** security in shape of call deposit/demand draft of two percent (2%) of bid amount.
7. Bids will be opened in the presence of bidders' representatives who choose to attend at **1430 hours** same day (13th July) at the offices of TPU project hall no 230, 1st floor, Benevolent Fund Building, Peshawar Saddar.
8. The bidders are requested to give their best and final prices as no negotiations are expected.

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 clearly marked on the outer side” technical proposal” “financial proposal” or technical and financial proposals as the case may be.
- C. 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.
- D. The proposals must contain a transmittal letter on the bidder’s letterhead, duly stamped by authorized representative (as per prescribed specimen).
- E. The envelopes should be on the name address and contact details of the addresses and the addressors.
- F. 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.
- G. The proposal shall contain sales tax registration certificate (optional).
- H. The proposal shall have complete work plan and delivery schedule without which no weightage will be given in accordance with the bid evaluation criteria.
- I. The bidder shall specify validity in days, the submitted bid to TPU Project of Transport & Mass Transit Department 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.
- J. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
- K. 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.
- L. The proposals should be in accordance with enclosed specifications and technical design (if any) (optional)
- M. Response time: all bidders shall submit proposals\ quotation as per these insufficient on or before close of office within 15 days of advertisement is published by TPU project of Transport & Mass Transit Department of Khyber Pakhtunkhwa. Hall no 230, 1st Floor, Benevolent Fund Building, Peshawar Saddar. these will be opened an hour after the deadline. No proposal in any case shall be accepted after the deadline
- N. The proposal/bidder shall submit audited financial statements for the last three years and account balance statement for the current ongoing years.
- O. The bidder shall submit an affidavit that it has never been blacklisted.
- P. Submit statement of any history of litigation or ongoing.
- Q. The bidder will deposit bid security money with procuring entity equal to 2 % of the total value of the contract along with the bid in the envelope containing Technical/financial proposal. The bid security money so deposited shall be returned to the depositor after signing the contract.
- R. 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.
- S. The procuring entity may offer for re-biding in case the proposal does not satisfy its

professional requirements.

- T. The procuring, entity may ask for a performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank.
- U. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- V. 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).

1. Bid Form and Price Schedules

Date: _____
IFB No: _____

To,
Project Director,,
TPU Project, Transport & Mass Transit Department
Govt. of Khyber Pakhtunkhwa.
Hall no 230, 1st Floor, Benevolent Fund Building
Peshawar Saddar

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, 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 *[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.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "none")

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]

Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____ Page of _____

PACKAGE A- IT EQUIPMENT

1	2		3	4	5	6	7
S.No	Description/Item (LAPTOP BRANDED)		Quantity	Unit price (Rs.)	GST + Income Tax + any other applicable tax	Deliver Period	Total Price
01	Processor	6 th Generation Core i5 5200U Latest Processor (2.70 or higher) with Turbo Boost.	05				
	RAM	4 GB DDR4 Ram or higher					
	Hard Drive	1 TB or higher					
	others	Integrated High Definition Graphics. Integrated Wireless LAN, 10/100/100 Ethernet USB Ports, HDMI Port, Bluetooth, DTS Stereo sound/802. 11bgn Wireless LAN Card Reader, Web Camera & Digital Microphone, Lithium ion Battery, Carrying Case					
	CD/DVD ROM	DVD-Writer Super Multi					
	Display/Monitor	15.6" HD LED Display					
	Operating system	Registered Windows 7 or latest version along with CD					
	Warranty	1 year Local Warranty (Labor and Parts).					
02 (A)	Description/Item (Desktop Computer Branded)		Quantity	Unit price (Rs.)	GST + Income Tax + any other applicable tax	Deliver Period	Total Price
	Processor	Inter Core i5-6500 3.2GHz or Higher with HD Graphics or higher	18				
	RAM	4 GB DDR4 Ram or higher					
	Hard Drive	500GB 7200 RPM HDD SATA Drive or higher					
	Wi-Fi	Intel 802.11a/b/g/n/ac					

	ROM	16 x DVD+/- RW- Drive Super Multi,					
	Display/Monitor	18.5 –inch wide screen LED monitor					
	Operating system	Registered Windows 7 or latest version along with CD					
	LAN	Integrated Gigabit Ethernet (10/100/1000)					
	Other accessories	Built-in WIFI, HDMI, USB keyboard Genuine, USB Optical Mouse Genuine, hot swappable redundant power supply					
	Connections & Expansion (Interfaces)	USB 3.0; headphone/microphone combo; AC power; RJ-45;					
	Warranty	1 year Local Warranty (Labor and Parts).					
02(B)	Desktop with higher specifications: Processor speed: intel core i7 RAM- 16 GB Hard Drive- 2 TB Graphic card: latest Monitor-24 inch Remaining features as mentioned above in 02(A)		02				

03	Description/Item (SERVER)		Quantity	Unit price (Rs.)	GST + Income Tax + any other applicable tax	Deliver Period	Total Price
	Processor	1 x intel Xeon 2.40 GHz or Higher	01				
	RAM	16 GB Ram or higher					
	Hard Drive	500*3 Gb or higher					
	Wi-Fi	yes					
	CD/DVD ROM	16 X DVD+/-RW, driver super multi					
	Display/Monitor	18.5” LCD Display					
	Operating system	2008/2010 professional registered installation along with CD					
	Other accessories	Integrated RAID Controller, Hot Swappable redundant Power supply, Ethernet controller, MSD optical Mouse, USB Entry Business Keyboard(English),rack mount					
	Warranty	3 year Local Warranty (Labor and Parts).					

04	Description/Item (MULTIMEDIA PROJECTOR WITH SCREEN)		Quantity	Unit price (Rs.)	GST + Income Tax + any other applicable tax	Deliver Period	Total Price
	SPECS	3500 or Higher ANSI LUMENS or Higher, Contrast Ratio: 2400:1 or Higher, Lamp: 185W up to 4,000 Hours or Higher, Resolution 1024 x 768 or Higher Speaker Video Interfaces VGA, HDMI, Composite video's-video. Expansion connectivity 2x VGA/component video input, 15 pin HD D-sub(HD-15), 1x Audio line- mini phone stereo 3.5 mm 1 x VGA output, 1 x S- Video input- 4 pin mini- DIN 1 x composite video input – RCA 1 with projector Screen and remote controller with one year warranty	02				
05	Description/Item (PLOTTER)		Quantity	Unit price (Rs.)	GST + Income Tax + any other applicable tax	Deliver Period	Total Price
	PLOTTER SPECIFICATIONS	-Design Jet 44" Plotter, Resolution 1200 x1200 or Higher, -Ram 256 MB or Higher, -Hard drive 80 GB or higher, -No of Color 5/6, Media roll and cut sheets, -Connectivity interface USB/Network. -Compatible with Window 7,8,10 with Portable stand	01				

06	Description/Item (COLOR PRINTER)		Quantity	Unit price (Rs.)	GST + Income Tax + any other applicable tax	Deliver Period	Total Price
	SPECS	Print speed Normal: Up to 33 ppm or Higher, up to 1200 x 1200 dpi or Higher. Duty cycle (Monthly, A4), Up to 75,000 pages, monthly pager volume: 1500 to 5000 or Higher, - Processor speed: 800 MHz or Higher, connectivity: ePrint capability. Mobile printing capability ePrint, Standard(Built in Gigabit Ethernet), Compatible operating system: Windows 7, 8 or higher.	01				

07	Item Description (PRINTER LASER JET B&W)	Quantity	Unit Price (Rs.)	GST - Income Tax + any other applicable tax	Deliver Period	Total Price
	Print speed black: 35 CPM Speed or Higher, Print Quality black: up to 1200 x 1200 dpi or Higher Duty Cycle: up to 50,000 pages, LCD display(text and graphic), Compatible operating system, 256 MB Memory, Duplex Facility, maximum output capacity: up to 150 sheets	01				

08	Item Description (GPS DEVICE)	Quantity	Unit Price (Rs.)	GST - Income Tax + any other applicable tax	Deliver Period	Total Price
	Negative mode display No, Weight 5.0000 Battery: 2 AA batteries (not included); NiMH or Lithium recommended, Battery life: 25 Hours GPS- enabled: No, GLONASS: No High – sensitivity receiver: Yes Barometric altimeter: Yes Electronic compass. Yes (Tilt- Compensated, 3-axis) Smart notifications(displays email, text and other alerts when paired with your compatible phone) No Vibration alert, Interface: USB, Built- in	02				

memory: 1.7 GB Waypoints/ favorites/ location: 2000, Routes, 200 Track log: 10,000 points, 200 saved tracks, Basemap: Yes Preloaded maps: No, Ability to add maps: Yes Accept data cards: micro card (Not included)						
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Grand Total Amount (Package A) =

Rs.....

PACKAGE B – OFFICE EQUIPMENT

	2	3	4	5	6	7
S.No	Description/Item	Quantity	Unit price (Rs.)	GST + Income Tax + any other applicable tax	Deliver Period	Total Price
01	<u>(Photocopier Machine)</u> Speed – 35 CPM or above Paper size – A5 to A3 Paper capacity – 1200 sheets or higher Resolution- 1200 * 1200 dpi Multiple copying -999 copies Drum life - 140,000 copies or above Toner life- 18000 copies or above Built in network color scanner and printer Network/usb connectivity RADF 100 sheets capacity Zoom range 25% to 400 % 3 year warranty	01				
02	<u>(Split Air conditioner Unit)</u> 1.5 Ton - wall mounted air conditioner Elegant Design with Hidden LED Display Reversible (cooling & heating) Wide angle swing Installation with Extra pipe Wide voltage with the fluctuations between 175V-242V Standard quality refrigerant Color-white or equilant Anti-rust outdoor unit Auto restart function Two-direction air flow Good quality compressor with warranty Parts warranty Copper condenser Low noise design	06				

03	<p><u>(Generator)</u></p> <p>5 KVA Petrol & gas Tank capacity 22-30 liters Continuous operating hours 6 or more Consumption less than 3 liter/hour Output 220 Volt</p>	01				
04	<p><u>(Telephone Exchange System)</u></p> <p>- Hybrid IP-PBX System Built-Trunk 08 – 24 extensions, integrated digital display., Built-in power adapter, Built-in 4-port digital enhanced analog extension capability, Built-in digital extension ports, pre-installed power supply, 7 open slots, new analog trunk card with caller ID, the new analog 24 extension with caller ID version must be updated, increased SDRAM capacity max, 2500 SMDR call data storage, built-in Disa card, centralized voice mail compatibility, PC based programming, automatic route selection, toll restriction, caller ID ANI and CNIP, ISDN primary rate interface with QSIG, BoIP, T1, voice mail and ACD integration, uniform call distribution, direct inward system access, battery back up 2-4 hours 12V, 17 amp. MDF box 100 pair to 150 pair - Master console, - 24 cli telephone sets - (Including installation charges i.e ducting wiring etc)</p>	01				
05	<p><u>(Refrigerator)</u></p> <p>Double door with Top freezer Direct cooling system Capacity: 16 cubic feet / 450 plus liters Retain cooling system Work effectively even at 50 degree C Standard quality refrigerant Standard quality compressor with warranty Parts warranty Crystal glass color/equivalent Copper condenser Low noise design</p>	01				
06	<p><u>(Digital Camera)</u></p> <p>Depth. 0.9 inch Sensor Resolution. 20 Megapixel. Optical Sensor Type. Super HAD CCD. Total Pixels. 20500000 pixels. Effective Sensor Resolution. 20100000 pixels. Optical Sensor Size. 1/2.3" Digital Zoom. 8 x.</p>	01				

07	<u>(Water Dispenser)</u> Two water taps Cabinet with Fridge Hot & Cold Water system cooling compressor Anti-bacterial material Low noise design Cool tank storage capacity 3.5 liters Hot tank storage capacity 1.5 liter Color housing black/white	03				
08	<u>(UPS with two batteries)</u> UPS: 2400 watt 3000 VA -2 Batteries (each 12 volt 25 plate lead acid) -Along with installation charges	02				
09	<u>Microwave Oven</u> Power output-900 watt or above Rated input (Grill) – 1000 watt or above 5 or above power setting mechanical rotatory control Capacity – 24 liters or above Color- any	01				

Grand Total Amount (Package B) =

Rs.....

Signature of Bidder _____

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

GENERAL TERMS AND CONDITIONS

1. Following are the details regarding request for quotation for purchase of IT and Office Equipment for TPU project of Transport & Mass Transit Department

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

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 Sales Tax authorities.
- d) Warranty of Goods shall be provided along with (as the procuring entity may deem necessary) "quote" "the warranty period shall be **1 year or more.**
- e) The quote (s) must remain valid for **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 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 a bid security valuing **2 %** of the total quoted price. The bids will be rejected without bid security.
- 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) Transport Planning and Traffic Engineering Unit (TPU) project of T&MTD has the right to reject any or all bids as per KPPRA rules 2014.
- n) The suppliers/bidders have the option to quote prices of one package or both packages as convenient to them.

Note: The process of selection would be based on package wise instead of item wise. The bidders are suggested to quote the price of every item in a package (can quote for one or both packages) in order to compete.

Thanking you.

Yours truly

Office Manager,
TPU project – Transport & Mass Transit Department,
Govt. of Khyber Pakhtunkhwa.
Hall No. 230, 1st Floor, Benevolent Fund Building, Peshawar.

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 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 (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 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.

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.

H. PAYMENT CLAUSE 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). (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. 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 (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

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 suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project 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.

L. 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 KPP 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 KPPRA whose decision will final and bidding 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.

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 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 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.

U. QUALIFICATION CRITERIA

Following is the qualification criteria. Procuring Entity may add more (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;
4. Sales tax certificate (where required)
5. Financial health (Financial Audit Report, Bank Statement in the past 3 fiscal years);
6. Should demonstrate similar experience for at least three years.
7. Conformity to required Specification.
8. 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.

**BANK GUARANTEE FORM IN RESPECT OF BID SECURITY (to be
furnished on non-judicial stamp paper of appropriate value)**

Project Director,
TPU project of Transport & Mass Transit Department
Govt. of Khyber PakhtoonKhwa.
Hall No. 230, 1st Floor, Benevolent Fund Building,
Peshawar Saddar.

1. M/s _____ through their agent _____ (hereinafter called the supplier) are submitting their offer against your tender enquiry No. _____ for _____ due on _____ and have requested us to issue a bank guarantee for _____ in your favor as bid security to ensure their compliance with conditions of the tender.

2. The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity's first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.

3. Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.

4. This guarantee is valid up to three months from date of opening of tender. In case the tenderers / bidders _____ are awarded a contract for supply of goods / works / services as per tender enquiry / letter / RFP quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity's format.

5. Claim if any must reach us in writing on or before the expiry date after which we will no longer be liable to make payment to you _____

6. Our liability hereunder
is limited to NAME OF THE
BANK WITH ADDRESS

AUTHORISED OFFICER OF THE BANK

**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

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.

3 For detailed contract agreement, use the General Conditions of Contract, provided herein. Insert, special conditions, if the procuring entity deems it suitable.

Yours truly

Office Manager,
TPU project – Transport & Mass Transit Department,
Govt. of Khyber Pakhtunkhwa.
Hall No. 230, 1st Floor, Benevolent Fund Building, Peshawar.