

**SHAHEED BENAZIR BHUTTO UNIVERSITY
SHERINGAL DIR UPPER, KHYBER PAKHTUNKHAWA.**

_____Tel: (+92-0944)-885435, 885831. Fax: 885805._____



- **ITEM:** **PROCUREMENT OF EQUIPMENT FOR INTERNET SERVICES AND AI LAB WORK**
- **EXECUTING AGENCY:** **SHAHEED BENAZIR BHUTTO UNIVERSITY SHERINGAL DIR UPPER**
- **PROCUREMENT METHOD:** **SINGLE STAGE ONE ENVELOPS**

**STANDARD FORM OF BIDDING DOCUMENTS FOR
PROCUREMENT OF GOODS (SMALL PROCUREMENTS UPTO
RS 10 MILLIONS)**

[Notified vide Notification No. KPPRA/M&E/SBDs/1-1/2015](#)

[Dated Peshawar the May 03, 2016](#)

Tender No# SBBU/Td/25-02

**PURCHASE COMMITTEE
SHAHEED BENAZIR BHUTTO UNIVERSITY
SHERINGAL DIR UPPER**

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TENDER NOTICE

**PURCHASE OF EQUIPMENT AND TOOLS FOR INTERNET SERVICES AND
ARTIFICIAL INTELLIGENCE (AI) LAB WORK**

Shaheed Benazir Bhutto University (SBBU), Sheringal invites sealed bids under the Single Stage One Envelope procedure from the interested bidders/individuals/companies/sole proprietors, having NTN Number and registered with Income and Sales Tax Departments, on 17th March, 2025 for the purchase of various equipment for the Internet Services and Artificial intelligence (AI) Lab Work as per the following schedule.

Schedule –A	Equipment for IT Services
Schedule –B	Equipment for AI Lab Work

The bidding documents can be obtained from the office of AD Procurement or downloaded from <https://sbbu.edu.pk/>; however, cost of tender document is PKR 2,000/- (nonrefundable) that may be deposited by bidders in “SBBU Receipt Account” (A/C # 18787100000103). The bidders will present the original receipt of tender document fee, deposited, along with sealed bid.

S.No	Tender	Tender Schedule – Date and Time				Tender Fee
		Issue / Sale		Last Date of Submission	Opening	
		From	TO			
1	Tender for the purchase of various equipment for internet services and Artificial Intelligence (AI) Lab Work	28 th February, 2025	17 th March, 2025	17 th March, 2025 (11 AM)	17 th March, 2025 (11:30 AM)	Rs. 2000 in favor of “SBBU Receipt Account” A/C # 18787100000103 At HBL Sheringal
Earnest Money / Bid Security @ 2% of the total bid amount in shape of bank demand draft/pay order in favor of “SBBU Receipt Account”. The bid without bid security / Earnest Money shall be rejected.						

The tender will be opened on 17th March, 2025 at 11:30 AM, in the office of Convener Purchase Committee, Shaheed BB University, Sheringal in the presence of the Contractors / Suppliers/representatives, who so ever will be present at that time.

The successful bidder will have to deliver the required items within thirty days after the receipt of supply order. SBBU reserves the right to accept or reject any or all bids without assigning any reason whatsoever it may be. For further information bidders may contact in person to

**Sahibzada Kashif Ahmad
AD Procurement, SBBU, Sheringal
Cell # 0305-2075617**

INSTRUCTION TO BIDDERS

1. All bidders are required to submit sealed bids (covered in sealed envelope bearing name of the tender /contractor/firm clearly marked and addressed to **AD Procurement, SBBU, Sheringal**) along with **Earnest Money / Bid Security** at the time, date and venue mentioned in the **Tender Notice**. The bid without bid security / Earnest Money shall be rejected.
2. The bidding documents can be obtained from the office of AD Procurement or downloaded from <https://sbbu.edu.pk/>; however, cost of tender document is PKR 2,000/- (nonrefundable) that may be deposited by bidders in “SBBU Receipt Account” (A/C # 18787100000103). The bidders will present the original receipt of tender document fee, deposited, along with sealed bid.
3. Any tender/tenders without earnest money will not be entertained.
4. The bid shall be typed in New Times Roman with font size 12 and single spacing. Any hand written part shall be rejected.
5. The bid shall contain income and sales tax registration certificate along with a proof on ATL.
6. The bid should be in accordance with enclosed specifications.
7. 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.
8. All payments in the proposal shall be quoted in Pakistani Rupees (PKR).
9. All tenders are invited to be present for the opening of the tender. The name of each tenderer and his total bid price only, will be read aloud and recorded
10. Bid shall be submitted by hand or through courier so as to reach the address given below by the last date indicated for submission. **PROPOSALS RECEIVED BY FAX OR EMAIL SHALL NOT BE ACCEPTED.**

Assistant Director Procurement
SBBU, Sheringal, Dir (Upper)
Cell # 03052075617

11. Bids will be opened on the time and date mentioned in **Tender Notice** in the office of Convener Purchase committee, SBBU. No bids will be received after the deadline.
12. The successful bidder will have to deliver the required items as mentioned in the Tender Notice.
13. Tenders shall be prepared in the forms supplied with all items and blanks properly filled in. All data and figures and the signature of persons signing the tender shall be in ink. The completed forms should be without interlineations, alterations or erasures but if these are necessary to

correct errors made by the tenderer, person(s) signing the tender shall initial them. Conditional tenders will not be accepted.

14. The competent authority reserves the right to accept or reject any offer/bid or part thereof without assigning any reason.
15. In case of dispute (controversy), the decisions of the competent authority of this University shall be final.
16. In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tender shall be submitted/opened on the next working day at the same time & venue
17. For any queries, interested parties may contact Correspondence Address

Assistant Director Procurement
SBBU, Sheringal, Dir (Upper)
Cell # 03052075617

Bid Form and Price Schedules

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the bidding documents, 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 for items at Schedule-A and total bid amount in words and figures for items at Schedule-B]* 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 time as specified in the Tender Notice.

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 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]

Bill of Quantities/Schedule of Requirements**Titles: PURCHASE OF EQUIPMENT AND TOOLS FOR THE INTERNET SERVICES AND AI LABWORK****Bidder:** _____

S.No	Description of Items	Quantity	Unit Price	Total Amount
Schedule - A				
Equipment and tools for Internet Services				
1	Access Switch	01 unit		
2	Wireless AP	06 units		
3	Camera 4MP	04 unit		
4	NVR 8 Channel	01 unit		
5	HDD	01 unit		
Total Amount				
Schedule – B				
Equipment and tools for Artificial Intelligence (AI) Lab Work				
1	Arduino UNO Complete Starter kit	10 units		
2	Smart Tank Robot Car Kit for Arduino UNO	10 units		
3	Raspberry Pi 4 Model	05 units		
Total Amount				

Note: All applicable federal and provincial taxes and duties as per government rates along with installation cost will be borne by the successful bidder in addition to offered price.

Signature of Bidder

Date

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

Detail Specifications

Detail Specification of Item in Schedule-A Equipment and Tools for Internet Services		
S.No	Description of Items	Specification
1	Access Switch	Cisco CBS350-24P-4G 24 10/100/1000 PoE+ports with 195W power budget + 4 Gigabit SFP
2	Wireless AP	Cisco Wireless AP AIR-AP 18321-C-K9C
3	Camera 4MP	HIK Vision 1043 4MP IP Camera
4	NVR 8 Channel	NVR HIK Vision 8 Channel
5	HDD	HDD 1TB

Detail Specification of Item in Schedule-B Equipment for Artificial Intelligence (AI) Lab Work

1. Specification of Item #1 Arduino Starter Kit (One Kit specification)

S. No	Name	Description	Quantity
1	Arduino UNO Board Original DIP	The main microcontroller board used for coding and prototyping.	1
2	USB Cable (for programming and power)	Connects the Arduino to a computer for programming and power supply.	1
3	Breadboard (400–830 points)	A reusable platform for building electronic circuits without soldering.	2 each per set
4	Jumper Wires (Male-to-Male, Male-to-Female, Female-to-Female)	Wires used to connect components on a breadboard.	3 packets
5	Resistors (various values: 220Ω, 1kΩ, 10kΩ, etc.)	Used to control current flow in circuits.	3 packets of each
6	LEDs (Red, Green, Blue, Yellow, White)	Light-emitting diodes for indicator lights in projects.	1 packet of each
7	Push Buttons (Momentary switches)	Used for user input, such as switching on/off a function.	1
8	Potentiometer (Variable Resistor)	Adjusts voltage levels, often used for controlling brightness or volume.	1
9	Buzzer	Produces sound, often used for alarms and notifications.	1
10	Photo resistor (LDR – Light Dependent Resistor)	Changes resistance based on light levels, used for light sensors.	1
11	IR Sensor Module	Detects infrared signals, commonly used for obstacle detection.	1
12	PIR Motion Sensor	Used to detect motion	1
13	MQ2 Sensor	Using for gase detection	3
14	Temperature and Humidity Sensor (DHT11 or DHT22)	Measures temperature and humidity for environmental monitoring.	1
15	Ultrasonic Sensor (HC-SR04 for distance measurement)	Measures distance using ultrasonic waves, useful for robotics.	1
16	Motor Driver Module (L298N or L293D)	Controls DC and stepper motors, necessary for motorized projects.	1
17	DC Motors	Used to drive wheels, fans, or other moving parts in projects.	1
18	Servo Motor (SG90 or MG995)	A precision-controlled motor used in robotics and automation.	1
19	7-Segment Display (Single & Four-digit)	Numeric display used for timers and counters.	1
20	LCD Display (16x2 with I2C module)	A screen for displaying text and simple graphics in projects.	1
21	Relay Module (Single or Dual-	Used to control high-power electrical devices with	1

	channel)	Arduino.	
22	Tilt Sensor	Detects changes in orientation, useful for motion-based applications.	1
23	Rotary Encoder	Measures rotation and position, often used in robotic applications.	1
24	Joystick Module	A thumbstick control used in gaming and robotic projects.	1
25	RFID Module (with Tags)	Used for reading RFID cards for access control and security applications.	1
26	Bluetooth Module (HC-06 or HC-12)	Enables wireless communication between Arduino and other devices.	1
27	Esp8266 Ch340 Lolin Nodemcu V3 Wifi Development Board Iot Development Board In Pakistan	Provides WiFi connectivity for IoT applications.	1
28	Micro SD Card Module	Allows Arduino to read and write data to a micro SD card.	1
29	Diodes	Electrical components that allow current to flow in only one direction.	10
30	Transistors (200-840PCS TO-92 Transistor Kit BC547 BC327 BC337 2N2222 3904 3906 C945 PNP/NPN Transistors with Box)	Amplifies or switches electronic signals in circuits.	1 packet
31	Capacitors (Various values)	Stores and releases electrical energy, used for filtering and power stability.	1
32	Battery Connector (for external power supply)	Used to connect battery power to Arduino projects.	1
33	Piezoelectric Sensor	Converts mechanical stress into electrical energy, used in vibration sensing.	1
34	RGB LED Module	A multi-color LED that can display different colors by mixing red, green, and blue.	1
35	IR Remote and Receiver Module	Used for remote control of Arduino projects.	3
36	Stepper Motor and Driver (ULN2003)	Controls precise motor movements, used in robotics and automation.	1
37	Power Supply Module	Regulates voltage supply for Arduino and sensors.	1
38	Prototype Shield for Arduino	A board that allows easy connections and testing of circuits.	1
39	Screwdriver & Small Tools for Assembly	Basic tools required for assembling electronic components.	1
40	9V battery	used for sensors etc.	3
41	GSM Module (GSM 800I/GSM 900 / GSM 900a)	Using for telecommunication The Module must be PTA approved	1
Item # 2 Smart Tank Robot Car Kit for Arduino UNO			
1	LAFVIN Option 1	Robot Car Starter Kit for Arduino DIY Project with ESP32 Wifi Camera Programming Codes for Learning and Educational Complete Set	1
2	LAFVIN Option 2	LAFVIN Mechanical 4WD Robot Arm Car Kit for Arduino Robot Car Robot Kit STEM Toys/Support Android	1
3	LAFVIN Option 3	ESP 32 Smart Robot Kits for Arduino Programmable with Codes ESP32 Camera Best Selling Educational Robotic Complete Automation Kit	1
Item # 3 Raspberry Pi 4 4GB Ram (Per Set specs)			

S. No	Name	Description**	Quantity
1	Raspberry Pi 4 4gb Ram	For advanced projects in IoT	1
2	Power Supply	5V 3A /4A/5A Power Supply For Raspberry Pi 4 Model B 1GB 2GB 4GB Raspberry Pi 4 + Type C Cable	1
3	Cabel	Raspberry Pi 4 Hdmi Cable	1
4	Display	7 Inch Hdmi Capacitive Touch Lcd Screen For Raspberry	1
<p>Detail Specifications 4GB Variant Quad-Core 64-bit Broadcom 2711, Cortex A72 Processor WLAN 802.11 b/g/n/ac (2,4 + 5,0 GHz) LAN RJ45 10/100/1000 Mbit (Gigabit LAN over USB 3.0) Operating Power 5V@3A via USB Type-C port Dual-Display Micro HDMI Ports which supports H 265 Decode for 4K Video @60p</p>			

Evaluation Method

1. The Purchase Committee will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The committee will evaluate and compare the bids which have been determined to be substantially responsive. If a bid is not substantially responsive, it will be rejected by the committee and may not subsequently be made responsive by the Bidder by correction of the nonconformity. First of all, Qualification of the Bidder will be determined on the parameters listed below.

1. NTN Certificate (Mandatory)
 2. GST Certificate
 3. On Active Tax Payers List of F.B.R. (Mandatory)
 4. At least 5 years' experience in supply and installation of required equipment
 5. Authorized Partner/Distributor/Seller from the Original Equipment Manufacturer
 6. Affidavit on Legal Paper to the effect that not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Public Sector Organization/Division/Ministry (Mandatory).
 7. Affidavit on stamp paper (original and latest) of Rs. 100/- duly attested from Notary Public showing that bidder has placed Bid Security in envelop (Mandatory).
 8. Compliance with Technical Specifications (Yes/No)
 9. Original Bidding Documents Duly Signed/Stamped (Mandatory) (Yes/No)
 10. All documents are properly Tagged/labelled (Yes/No)
2. Bids will be opened on the date, time and venue as mentioned above in the presence of bidders or their authorized representatives who may like to be present.
 3. The University will reject a bidder for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question like pooling, or giving bribery / prizes or any sum of money etc. the University will declare a firm ineligible indefinitely or for a stated period.
 4. No price adjustment shall be made for any variation in the market prices, taxes/ duties or change in wages or the Law.
 5. The bidders are required to bid in lump sum amount as well as individual rates.

GENERAL TERMS AND CONDITIONS

A. Following are the General Terms and Conditions

- 1.** Bidder must be registered with Income Tax and Sales Tax Departments and must appear on the Active Tax Payers List of FBR.
- 2.** Period of warranty of goods shall be provided along with the quoted price against each item.
- 3.** The quote (s) must remain valid for 90 days.
- 4.** Bid 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.
- 5.** The bid must be accompanied with a bid security.
- 6.** NTN certificate shall be enclosed.
- 7.** Each supplier can only submit one offer / quote.
- 8.** The quotation must carry the authorized signatures of the representative of the supplier.
- 9.** The University has the right to accept or reject any or all offers without assigning any reason thereof.
- 10.** Bidder should be Authorized Delivery Partner/Seller/Distributor of the Original Equipment Manufacturer (OEM) for required goods/products in this procurement.
- 11.** Bidder shall be responsible for payment of any Duties/Taxes imposed by Govt. Of Pakistan during the payment of the project. The bid price MUST be inclusive of all the taxes along with installation cost.
- 12.** Bidder will not propose and deliver any kind of Refurbished/Used/End of Life/Near End of Life equipment and components.
- 13.** The contract should be executed within 30 working days from the date of letter of award
- 14.** No subletting of all or any part of work will be allowed at any cost / reasons

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

A. LANGUAGE

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

B. BID SECURITY DEPOSIT

The bid security of the supplier duly submitted with the bid shall be retained by the employer, in lieu of performance guarantee and shall be release after successful completion of supply, after payment of final bill, upon the formal request of the supplier.

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

The goods shall be inspected by the inspecting team of the Procuring entity for quality/quantity etc. at the agreed location 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 his presence or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

F. PACKAGING

Each item 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 (not required as bid security shall be retained by the employer in lieu of performance 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 CLAUSE

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

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.

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.

Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).

Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice). (Where applicable)

National Tax Number.

Sales Tax Registration Number

Bank Account Number and Branch

Recovery of all applicable taxes at source should be made as per rules

Certificate from procuring entity stating Goods as per standard / professional requirement (format given below)

J. 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 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. 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.

M. 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 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 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.

1. Bidders should be registered entities with the Government (contractor with PEC; Company with SECP or any other authority).
2. Carrying a National Tax Number (NTN) , or a CBR Tax Exemption Certificate;
3. Sales tax certificate (where required)
4. 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)

Procuring Officer
Procuring entity and its address

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 BAN

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