**UNIVERSITY MAIN STORE**

THE UNIVERSITY OF AGRICULTURE, PESHAWAR
Phone #: +92 91 9221166 , Phone #: +92 91 9221304-11 Ext: 3191

**TERMS & CONDITIONS**

Bidders are requested to read carefully the following terms and conditions and sign the Tender Form in token of having understood and accepted the same in all respects. They are also requested to submit the bid/bids complete in all respects. Tender without earnest money will be rejected.

1. **GENERAL**
* Conditional / incomplete tenders will not be accepted
* The bidders must submit affidavit regarding Non-Black Listing/ Bankruptcy (confirming that bidder is not Blacklisted by any Government/Semi Government Organization nor any banking institution) along with their offer, failing which their offer will be rejected
* In case of inferior brand/below specification other than the specifications provided in tender document, the bid will stand rejected
* All Government Taxes are applicable on bills.
* Any bids received after the prescribed date & time for submission of bids shall be returned un-opened to the bidder
* The successful bidders must provide indemnity bond for good quality of items. If the desired items are not found up to the mark, fabricated or refurbished, the bidder should replace it at his own cost within the warranty period with legal action
* One year warranty is must and free installation, training etc.
* No cutting/corrections or interpolation will be allowed in the tender
* Bidder must mention the country of origin of quoted products
* Successful bidder shall be required to sign Contract Agreement with University as per KPPRA Rules.
* Conditional/ incomplete tenders will not be accepted.
* Telephonic/faxed/telegraphic quotations will not be entertained.
* The bidders must submit the proposals in sealed envelopes by post/courier and as per specified procurement method. By-hand bid will not be accepted.
* The proposal shall preferably be typed in English.
* The envelope(s) should contain the name address and contact details of the addressee and the addressors. **Tender number must be mentioned on the envelope.**
* Telephonic / telexed / faxed / telegraphic quotations will not be entertained.
* The bid shall contain income tax and sales tax, registration certificates. In case if services are required for completion of task).
* The bidder shall submit the original tender documents completed in all respects and keep a copy of the tender for his own record.
* Submit statement of any history of litigation or ongoing.
* The bidder will deposit bid security money with procuring entity equal to 2% of the total value of the bid along with the bid. The inferior brand will be rejected.
* The request for quotation is non-transferable.
* Under the KPPRA Rules, the University reserves the right to accept or reject any or all bids with valid reason(s).
* The University may offer for re-biding in case the proposal does not satisfy its professional requirements.
* Any typing mistake on behalf of firm, the firm will be responsible.
* In case, the Government declared holiday, the bid will be submitted and opened on the next working day. The bidders are requested to give their best and final prices as no negotiations are expected.

Supplier Initial Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# OTHER CONDITIONS OF CONTRACT

## Payment Clause

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

1. The Supplier/Vendor submits original invoice.
2. 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.
3. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
4. Valid Income Tax Exemption Certificate (where applicable), otherwise Income Tax at current applicable rates shall be deducted from the invoice.
5. A certified copy of Income Tax Registration Certificate.
6. A certified copy of Sales Tax Registration Certificate.

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

## Sub-Letting Contract

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the University. In the event of the Service provider sub­letting or assigning this Contract or any part thereof without such permission, the University 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.

## 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 University, 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; and the University shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract.

## 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.

## Dispute Resolution

The University 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.

## 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.