

**STANDARD FORM OF
BID SOLICITATION DOCUMENTS**

FOR

**PROCUREMENT OF LAB/FARM EQUIPMENTS FOR
THE DEPARTMENT OF CLIMATE CHANGE SCIENCES
UNDER TDC PROJECT AT THE UNIVERSITY OF
AGRICULTURE PESHAWAR.**

**TECHNOLOGY DEVELOPMENT CENTER (TDC) AT THE
UNIVERSITY OF AGRICULTURE, PESHAWAR**

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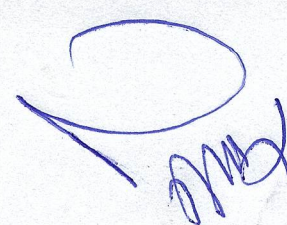
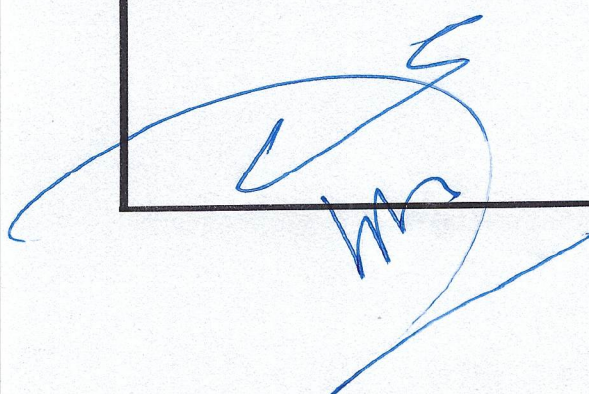
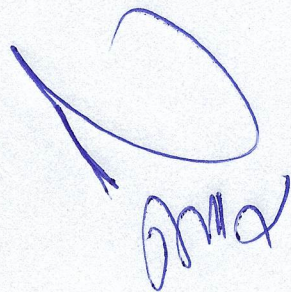


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Part One - Section I.
Instructions to Bidders

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Instructions to Bidders

A. Introduction

1. Eligible Bidders

- 1.1 This Invitation for Bids is open to all suppliers from eligible sources as defined in the KPP Rules, 2014 and its Bid Solicitation Documents except as provided hereinafter
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 1.3 Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.
- 1.4 The bidder shall submit an affidavit that his firm is not on the blacklist of the concerned procuring entity.

2. Eligible Goods and Services

- 2.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bid Solicitation Documents, and all expenditures made under the contract will be limited to such goods and services.
- 2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.3 The origin of goods and services is distinct from the nationality of the Bidder.

3. Cost of Bidding

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity named in the Bid Data Sheet, hereinafter referred to as "the Procuring Entity," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. Content of Bidding Documents

- 4.1 The Bid Solicitation Documents include:
- a) Instructions to Bidders (ITB)
 - b) Bid Data Sheet
 - c) General Conditions of Contract (GCC)
 - d) Special Conditions of Contract (SCC)
 - e) Schedule of Requirements
 - f) Technical Specifications
 - g) Bid Form and Price Schedules
 - h) Bid Security Form
 - i) Contract Form
 - j) Performance Security Form
 - k) Manufacturer's Authorization Form

- 4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid Solicitation Documents. Failure to furnish all information required by the Bid Solicitation Documents or to submit a bid not substantially responsive to the Bid Solicitation Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

5. Clarification of Bid Solicitation Documents

- 5.1 A interested Bidder requiring any clarification of the Bid Solicitation Documents may notify the Procuring Entity in writing. The Bidding Procuring Entity will respond in writing to any request for Documents clarification of the Bid Solicitation Documents which it receives no later than five working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the Bid Solicitation Documents.

6. Amendment of Bidding Documents

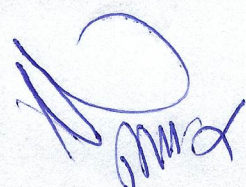
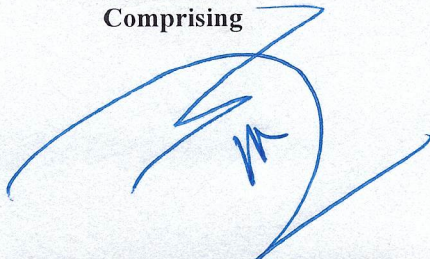
- 6.1 At any time prior to the deadline for submission of bids, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the Bid Solicitation Documents by amendment.
- 6.2 All interested bidders that have received the Bid Solicitation Documents will be notified of the amendment in writing and will be binding on them.
- 6.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of bids.

7. Language of Bid

- 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

8. Documents Comprising

- 8.1 The bid prepared by the Bidder shall comprise the following components:



the Bid

- a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12
- b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bid Solicitation Documents; and
- d) bid security furnished in accordance with ITB Clause 15.

9. Bid Form

- 9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Solicitation Documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

10. Bid Prices

- 10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 10.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 10.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring Entity and will not in any way limit the Procuring Entity's right to contract on any of the terms offered.
- 10.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

11. Bid Currencies

- 11.1 Prices shall be quoted in Pak Rupees

**12. Documents
Establishing Bidder's**

- 12.1 Pursuant to ITB Clause 9, Bidder shall furnish, as part of its bid, documents establishing Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

**13. Eligibility and
Qualification**

- 13.1 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Entity's satisfaction that Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.
- 13.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:

- a) that, in the case of a Bidder offering to supply goods under the

contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring Entity's country.

- b) that the Bidder has the financial, technical, and production capability necessary to fulfil the contract.
- c) that, in the case of a Bidder not doing business within the Procuring Entity's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**14. Documents
Establishing Goods'
Eligibility and
Conformity to
Bidding Documents**

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing eligibility and conformity to the Bid Solicitation Documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the Bid Solicitation Documents may be in the form of literature, drawings, and data, and shall consist of:
 - a) a detailed description of the essential technical and performance characteristics of the goods.
 - b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Entity; and
 - c) an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it

demonstrates to the Procuring Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. [The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid]¹
- 15.2 The bid security is required to protect the Procuring Entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Entity's country, in the form provided in the Bid Solicitation Documents or another form acceptable to the Procuring Entity and valid for thirty (30) days beyond the validity of the bid; or
 - b) irrevocable encashable on-demand Bank call-deposit.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring Entity as non-responsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Entity pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - b) in the case of a successful Bidder, if the Bidder fails:
 - i. to sign the contract in accordance with ITB Clause 32;
 - or
 - ii. to furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Entity, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

- 16.2 In exceptional circumstances, the Procuring Entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
- 17. Format and Signing of Bid**
- 17.1 The Bidder shall prepare an original and submitted through EPADS.
- 18. Sealing and Marking of Bids**
- 18.1 The Bidder shall seal & sign the each page of technical and financial bids and submit through EPADS
- 19. Deadline for Submission of Bids**
- 19.1 Bids must be received by the Procuring Entity through EPADS and if required any additional documents, no later than the time and date specified in the Bid Data Sheet.
- 19.2 The Procuring Entity may, at its discretion, extend this deadline for the submission of bids by amending the Bid Solicitation Documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Entity and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 20. Late Bids**
- 20.1 Any bid submitted to EPADS after the deadline for submission of bids prescribed by the Procuring Entity pursuant to ITB Clause 19 will be not be entertained.
- 21. Modification And Withdrawal of Bids**
- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Entity prior to the deadline prescribed for submission of bids. (N/A)
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18 by a signed confirmation copy, postmarked not later than the deadline for submission of bids (N/A)
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.
- 22. Opening of Bids by the Procuring agency**
- 22.1 The Procuring Entity will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be

rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

23. Clarification of Bids

- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Procuring Entity will prepare minutes of the bid opening.
- 23.1 During evaluation of the bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its bid. The Bids request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

- 24.1 The Procuring Entity 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.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring Entity will determine the substantial responsiveness of each bid to the Bid Solicitation Documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Solicitation Documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation and Comparison of Bids

- 25.1 The Procuring Entity will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 25.2 The Procuring Entity's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the

contract, if provided in the bid.

25.3 The Procuring Entity's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:

- a. Incidental costs
- b. Delivery schedule offered in the bid;
- c. Deviations in payment schedule from that specified in the Special Conditions of Contract.
- d. The cost of components, mandatory spare parts, and service;
- e. The availability of spare parts and after-sales services for the equipment offered in the bid;
- f. The projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or
- g. Other specific criteria indicated in the Bid Data Sheet and/or
- h. In the Technical Specifications.

25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- a. Incidental costs provided by the bidder will be added by Procuring Entity to the delivered duty paid (DDP) price at the final destination.

- b. Delivery schedule.

- i. The Procuring Entity requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

- ii.

The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

- iii.

The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data

Sheet, of DDP price per week of variation from the specified delivery schedule.

c. Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

d. Performance and productivity of the equipment.

- i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

- ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

e. Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

Alternative

25.4 25.4 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of]

Evaluated price of the goods	60 to 90
Cost of common list spare parts	0 to 20
Technical features, and maintenance and operating costs	0 to 20
Availability of service and spare parts	0 to 20
Standardization	0 to 20

Total

100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

**26. Contacting the
Procuring
agency**

- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring Entity on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Entity, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

**27. Post-
qualification**

- 27.1 In the absence of prequalification, the Procuring Entity will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**28. Award
Criteria**

- 28.1 Subject to ITB Clause 30, the Procuring Entity will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**29. Procuring
agency's Right
to Vary
Quantities at
Time of Award**

- 29.1 The Procuring Entity reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**30. Procuring
agency's Right
to Accept any
Bid and to
Reject any or
All Bids**

- 30.1 The procuring entity may reject all bids or proposals at any time prior to the acceptance of a bid or proposal specifying the grounds for rejection of bids.

**31. Notification of
Award**

- 31.1 Prior to the expiration of the period of bid validity, the Procuring Entity will notify the successful Bidder in writing by registered letter

or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32. Signing of Contract

32.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity will send the Bidder the Contract Form provided in the Bid Solicitation Documents, incorporating all agreements between the parties.

32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Entity.

33 Performance Security

33.1 Within twenty (20) days of the receipt of notification of award from the Procuring Entity, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bid Solicitation Documents, or in another form acceptable to the Procuring Entity.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

34.1 The Government of Khyber Pakhtunkhwa requires that Procuring Entity's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the KPPRA, in accordance with the KPP Act, 2009 and Rules made thereunder:

a. defines, for the purposes of this provision, the terms set forth below as follows:

iv. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

v. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;

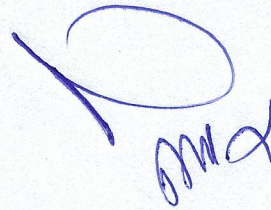
b. will reject a proposal for award if it determines that the Bidder

recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

35. Integrity Pact 35.1 The Bidder shall sign and stamp the Integrity Pact provided at Form - 7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.



Part One - Section II.
General Conditions of Contract

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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Entity under the Contract.
- d. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- e. "GCC" means the General Conditions of Contract contained in this section.
- f. "SCC" means the Special Conditions of Contract.
- g. "The Procuring Entity" means the organization purchasing the Goods, as named in SCC.
- h. "The Procuring Entity's country" is the country named in SCC.
- i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- j. "The Project Site," where applicable, means the place or places named in SCC.
- k. "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a

commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Government

5.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so required by the Procuring Entity.

5.4 The Supplier shall permit the Procuring Entity to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring Entity, if so required.

6. Patent Rights

6.1 The Supplier shall indemnify the Procuring Entity all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Entity's country.

7. Performance Security

7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Entity the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Entity and shall be in one of the following forms:

- a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Entity's country, in the

form provided in the Bid Solicitation Documents or another form acceptable to the Procuring Entity; or

b. a cashier's or certified cheque.

7.4 The performance security will be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Entity may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Entity.

8.4 The Procuring Entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Entity's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Entity or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent

instructions ordered by the Procuring Entity.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

12. Transportation

- 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Entity's country, transport to such place of destination in the Procuring Entity's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - b. furnishing of tools required for assembly and / or maintenance of the supplied Goods;
 - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

- 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - b. in the event of termination of production of the spare parts:

- i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements;
- ii. Following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring Entity's request for bid validity extension, as the case may be.

18. Change Orders

- 18.1 The Procuring Entity may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - b. the method of shipment or packing;
 - c. the place of delivery; and/or
 - d. the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order.

19. Contract Amendments

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.

21. Subcontracts

- 21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

- 24.1 The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 22; or
 - b. if the Supplier fails to perform any other obligation(s) under the Contract.
 - c. if the Supplier, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 24.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security,

liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

26.1 The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.

27. Termination for Convenience

27.1 The Procuring Entity, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

**29. Governing
Language**

- 29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**30. Applicable
Law**

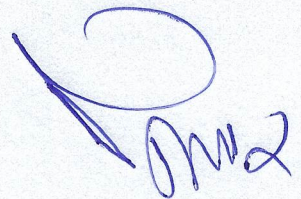
- 30.1 The Contract shall be interpreted in accordance with the laws of the Procuring Entity's country, unless otherwise specified in SCC.

31. Notices

- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32. Taxes and
Duties**

- 32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

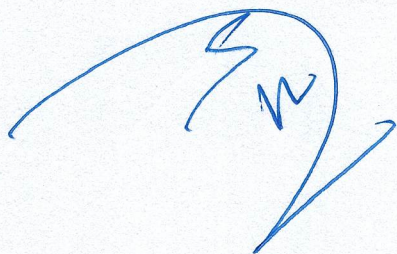


Khyber Pakhtunkhwa Public Procurement Regulatory Authority

Bid Solicitation Documents For Procurement of Goods

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Forms
- Eligibility



Preface

These Bid Solicitation Documents have been prepared for use by procuring Entity's in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of Bid Solicitation Documents for each procurement, the Bid Solicitation Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part Two and contains data and provisions specific to each procurement. Care should be taken to check the relevance of the provisions of the Bid Solicitation Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bid Solicitation Documents. They shall not be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

- a. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- b. Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- c. Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring Entity should strictly follow. The final document should contain no footnotes.
- d. The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.
- e. Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring Entity for each procurement.
- f. The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

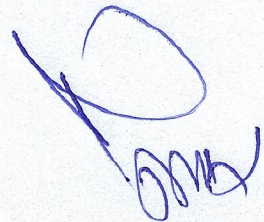
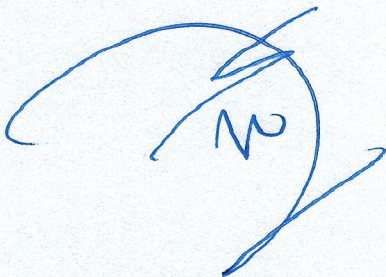
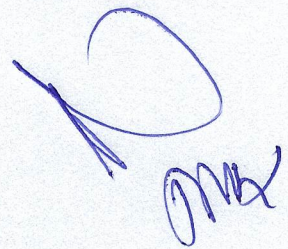
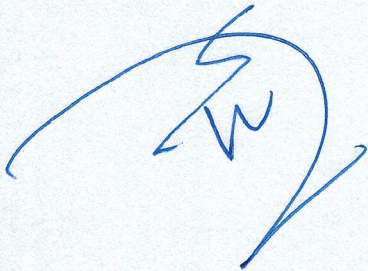


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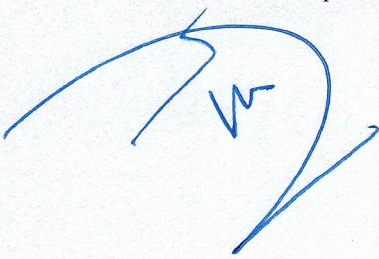
Section I. Invitation for Bids
Section II. Bid Data Sheet
Section II-A. Terms & Conditions
Section III. Special Conditions of Contract
Table of clauses
Section IV. Schedule of Requirements
Section V. Technical Specifications
Section VI. Sample Forms
Sample Forms
1. Bid form and Price Schedules
2. Bid Security Form
3. Contract Form
4. Performance Security Form
5. Bank Guarantee for Advance Payment
6. Manufacturer's Authorization Form
7. Integrity Pact



Part Two
Section I. Invitation for Bids
Invitation for Bids

Date: _____
IFB No. _____

1. The University of Agriculture-Peshawar has received an allocation from the Public Fund in Pak rupees towards the cost of Technology Development Centre. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for Establishment of Technology Development Centre, UAP.
2. The University of Agriculture-Peshawar now invites sealed bids from eligible bidders for the supply of Lab Equipments.
3. Interested eligible bidders may obtain further information from and inspect the Bid Solicitation Documents from E-PADS at <https://www.kp.eppure.gov.pk>, KPPRA <https://www.kppra.gov.pk> and University Website <https://www.aup.edu.pk>.
4. A complete set of Bid Solicitation Documents may be downloaded by interested bidders on the submission of Bid Fee amounting to Rs.3000/- non-refundable.
5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Khyber Pakhtunkhwa Public Procurement Act.
6. Bids shall be submitted through EPADS before closing date i.e. **August 19, 2026 at 01:30pm** must be accompanied by bid security of Four Percent (04%).
7. Bids will be opened in the presence of bidders' representatives who choose to attend at **August 19, 2026 at 02:00pm** at the office of Project Director, Technology Development Centre at the University of Agriculture, Peshawar.
8. The bidders are requested to give their best and final prices as no negotiations are expected.



Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of Procuring entity of Government of Khyber Pakhtunkhwa The University of Agriculture, Peshawar
ITB 1.1	Name of Project Technology Development Centre (TDC)
ITB 1.1	Name of Contract. PROCUREMENT OF LAB/FARM EQUIPMENTS FOR THE DEPARTMENT OF CLIMATE CHANGE SCIENCES UNDER TDC PROJECT AT THE UNIVERSITY OF AGRICULTURE PESHAWAR.
ITB 4.1	Name of Procuring entity The University of Agriculture, Peshawar
ITB 6.1	Procuring entity address and telephone Project Director Technology Development Centre at the University of Agriculture, Peshawar Phone : 091-9221197
ITB 8.1	Language of the bid English
ITB 11.5	The Price shall be fixed
Preparation and Submission of Bids	
ITB 13.3 (d)	Qualification requirements. 1. Original Bank Receipt of Tender Document Fee. 2. Bid Security (4%) in form of CDR 3. Bid Form duly filled, signed and sealed 4. A copy of Income Tax Registration Certificate along with ATL List 5. A copy of Sale Tax Registration Certificate, KPPRA Revenue Authority Registration. 6. Non-Blacklisted Certificate on Judicial Stamp Paper.
ITB 15.1	Amount of bid security Four Percent (04%)
ITB 16.1	Bid validity period 90 days
ITB 18.2 (a)	Address for bid submission Project Director Technology Development Centre at the University of Agriculture, Peshawar
ITB 18.2 (b)	IFB Title and Number PROCUREMENT OF LAB/FARM EQUIPMENTS FOR THE DEPARTMENT OF CLIMATE CHANGE SCIENCES UNDER TDC PROJECT AT THE UNIVERSITY OF AGRICULTURE PESHAWAR.
ITB 19.1	Deadline for bid submission. August 19, 2026 at 01:30pm
ITB 22.1	Time, date, and place for bid opening. August 19, 2026 at 02:00pm
Bid Evaluation	
ITB 25.4 (a)	The supply of the goods shall be made as per duration in work order and delay beyond the expiry date.
ITB 25.4 (b)	
ITB 25.4 (c)	Liquidated damages shall be 1% per day of the item cost not delivered within specified duration.
ITB 25.4 (e)	After sales service facilities shall be for 01 year. in the Procuring Agency.

ITB 25.4 (c)	Operating and maintenance costs shall be borne by the supplier for 01 year after handing taking over of the goods..
ITB 25.4 (d)	Performance and productivity of equipment shall be for at least 01 year or as provided by the manufacturer which ever is greater.
ITB 25.4 (e)	Details on the evaluation method or reference to the Technical Specifications.
Contract Award	
ITB 29.1	Percentage for quantity increase or decrease. Repeat order if any shall be upto 15% as per KPPRA rules.

Section II-A. TERMS & CONDITIONS

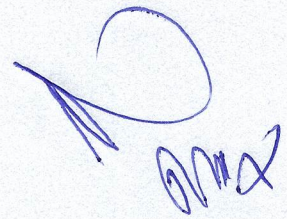
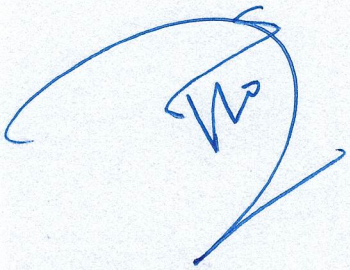
Bidders are requested to read carefully the following terms and conditions and sign the Tender Form in token of having understood and accepted the same in all respects. They are also requested to submit the bid/bids complete in all respects to EPADS. Tender without earnest money will be rejected.

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.
- 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.
- No cutting/corrections or interpolation will be allowed in the tender
- Bidder must mention the country of origin of quoted products
- The bidders must submit the required documents 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 required documents submitting should contain the name address and contact details of the addressee and the addressors on the envelope.
- The bid shall contain income tax and sales tax, registration certificates. In case if services are required for completion of task.
- Submit statement of any history of litigation or ongoing.
- The bidder will deposit bid security money with procuring entity equal to 3% of the total value of the bid along with the bid.
- Under the KPPRA Rules, the University reserves the right to accept or reject any or all bids with valid reason(s). The procuring entity may increase or decrease quantity of items.
- The University may offer for re-bidding 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 opened on the next working day. The bidders are requested to give their best and final prices as no negotiations are expected.

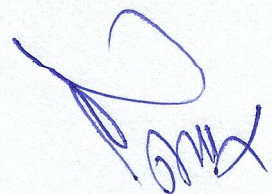
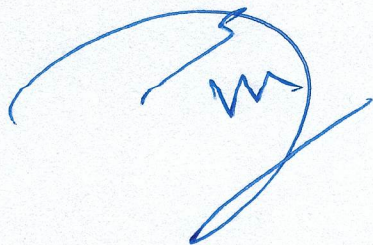
Supplier Initial Signature_____



Section III. Special Conditions of Contract

Table of Clauses

1.	DEFINITIONS (GCC CLAUSE 1)
2.	COUNTRY OF ORIGIN (GCC CLAUSE 3)
3.	PERFORMANCE SECURITY (GCC CLAUSE 7)
4.	INSPECTIONS AND TESTS (GCC CLAUSE 8)
5.	PACKING (GCC CLAUSE 9)
6.	DELIVERY AND DOCUMENTS (GCC CLAUSE 10)
7.	INSURANCE (GCC CLAUSE 11)
8.	INCIDENTAL SERVICES (GCC CLAUSE 13)
9.	SPARE PARTS (GCC CLAUSE 14)
10.	WARRANTY (GCC CLAUSE 15)
11.	PAYMENT (GCC CLAUSE 16)
12.	PRICES (GCC CLAUSE 17)
13.	LIQUIDATED DAMAGES (GCC CLAUSE 23)
14.	RESOLUTION OF DISPUTES (GCC CLAUSE 28)
15.	GOVERNING LANGUAGE (GCC CLAUSE 29)
16.	APPLICABLE LAW (GCC CLAUSE 30)
17.	NOTICES (GCC CLAUSE 31)



Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring entity should draft specifically for each procurement.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring entity is: **The University of Agriculture, Peshawar**

GCC 1.1 (h)—The Procuring entity's country is: **Pakistan**

GCC 1.1 (i)—The Supplier is:

GCC 1.1 (j)—The Project Site is: **The University of Agriculture, Peshawar**

2. Country of Origin (GCC Clause 3 is reproduced as under)

All countries and territories as indicated in Part Two Section VI of the Bid Solicitation Documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

3. Performance Security (GCC Clause 7 is reproduced as under)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: **10% (Ten Percent)**

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be retained till nine months to cover the Supplier's warranty obligations.

4. Inspections and Tests (GCC Clause 8 is reproduced as under)

GCC 8.6—Inspection and tests prior to supply of goods at the cost of supplier when required.

5. Packing (GCC Clause 9 is reproduced as under)

The packing shall be made in such as the protected way that no damages shall occur.

6. Delivery and Documents (GCC Clause 10 is reproduced as under)

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring entity the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring entity:

- i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

- ii. Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- ii. copies of the packing list identifying contents of each package;
- iii. insurance certificate;
- iv. Manufacturer's or Supplier's warranty certificate;
- v. inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- vi. Certificate of origin.

7. Insurance (GCC Clause 11 is reproduced as under)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

8. Incidental Services (GCC Clause 13 is reproduced as under)

GCC 13.1— The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. Furnishing of tools required for assembly and / or maintenance of the supplied Goods;
- c. Training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

9. Warranty (GCC Clause 15 is reproduced as under)

GCC 15.2—In partial modification of the provisions, the warranty period, Performance and productivity of equipment shall be for at least 01 year or as provided by the manufacturer whichever is greater.

- a. make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,
- or
- b. Liquidated damages shall be 1% per day of the item cost not delivered within specified duration.

10. Payment (GCC Clause 16 is reproduced as under)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

- i. Advance payment: 10% of the contract price shall be paid within 30 days of signing of the contract, and upon submission of claim and bank guarantee of equivalent amount valid until the goods are delivered and in the form provided of schedule bank.
- ii. 75% payment shall be made on supply upon handing taking over satisfactory certificate.
- iii. 25% payment shall be released after taking over certificate by procuring entity on installation and functionality.

11. Prices (GCC Clause 17 is reproduced as under)

GCC 17.1—Prices shall be fixed in accordance with provisions in the Attachment to SCC and no adjustment shall be allowed.

12. Liquidated Damages (GCC Clause 23 is reproduced as under)

GCC 23.1—Applicable rate:

Liquidated damages shall be 1% per day of the item cost not delivered within specified duration.

13. Resolution of Disputes (GCC Clause 28 is reproduced as under)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved through arbitration act 1940 between the parties.

15. Governing Language (GCC Clause 29 is reproduced as under)

GCC 29.1—The Governing Language shall be: **English**

16. Applicable Law (GCC Clause 30 is reproduced as under)

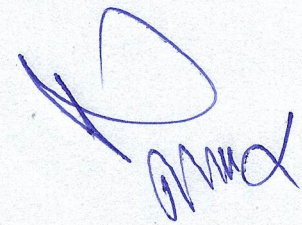
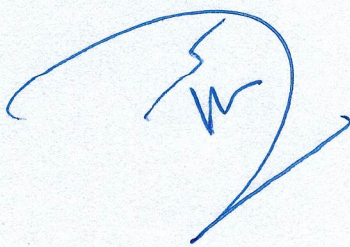
GCC 30.1—The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934

17. Notices (GCC Clause 31 is reproduced as under)

GCC 31.1— Procuring Entity's address for notice purposes: **Project Director, Technology Development Centre (TDC), The University of Agriculture, Peshawar**

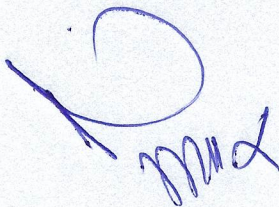
—Supplier's address for notice purposes:.....



Section IV. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

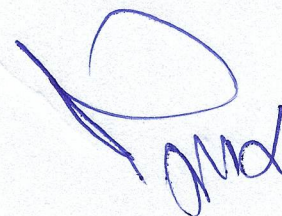
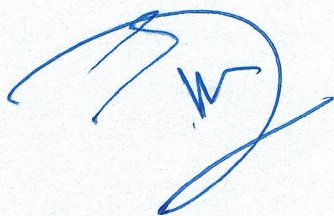
Number	Description	Quantity	Delivery schedule (shipment) in weeks/months from _____
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Section V. Technical Specifications

Procurement of lab/farm Equipment's for the Department of Climate Change Sciences under TDC Project at the University of Agriculture Peshawar.

List of Lab/Farm Equipment (Climate Change Sciences)



S.No	Items Name & Specification
1	High Performance Liquid Chromatography (HPLC) Specification Pump Pulsation ≤ 0.1 MPa Flow rate setting range .0001 to 10 mL/min Flow rate accuracy $\leq \pm 1\%$ or $\leq \pm 2 \mu\text{L}/\text{min}$ Flow rate precision $< 0.06\%$ RSD Gradient / set concentrations 0 to 100%, in 0.1% steps Gradient / concentration accuracy $\pm 0.5\%$ Gradient / concentration precision $\pm 0.1\%$ Maximum pressure 50 MPa System Delay Volume 650 μL Column Oven Containable column size 6 pieces at 10 cm max. Temperature control range Room temperature – 12 to 90°C Temperature control precision $\pm 0.1^\circ\text{C}$ Temperature stability $\pm 0.8^\circ\text{C}$ (Specified condition) Flow rate switching valve Max. 1 pc UV Detector Wavelength range 190 to 700 nm Spectral bandwidth 8 nm Wavelength accuracy $\leq \pm 1$ nm Wavelength Reproducibility $\leq \pm 0.1$ nm Noise $\leq \pm 2.5 \times 10^{-6}$ AU, Drift $\leq 100 \times 10^{-6}$ AU/h Linearity Up to 2.5 AU (5%) Sampling rate Up to 100 Hz Light source Deuterium (D2) lamp Flow Cell 12 μL (10 mm, TC), 12 MPa Option cell High-Speed: 8 μL Auto sampler Sample injection method Total-volume sample injection Injection volume accuracy $\pm 1\%$ Injection volume range 0.1 to 100 μL
2	High Performance Gas Chromatograph Specification Column Oven Temperature range (Ambient + 10°C) ~ 400°C Dimensions 250 (W) × 360 (H) × 175 (D) mm Oven capacity .8L Temperature accuracy: Set value (K) $\pm 1\%$ (calibration at 0.01°C increments) Temperature deviation 2°C max Temperature variation 0.01°C/°C Temperature program steps Up to 20 Programmed setting range -250°C ~ 250°C/min Total time for all steps 9999.99 minutes max. Linear heating range 60°C/min (230V), 40°C/min (230V), 20°C/min (230V), 15°C/min (230V) Cooling rate 300°C ~ 50°C in 6 min max Columns accepted Capillary columns: 2

Temperature range
Heating settings

Up to 400°C
1°C steps

3

Meteorological Automatic Weather Monitoring System/Station (AWS)

- 1 Temperature
 - 2 Wind Speed
 - 3 Rainfall
 - 4 Wind Direction
 - 5 Humidity
- Frequency 1695 to 2200 MHz
Voltage 220 Watts

Advance Tech offers an advanced Meteorological Automatic Weather Monitoring System/Station (AWS) solution for multipurpose requirements and applications of the end-user.

We offer customized automation solutions replacing a wide range of orthodox monitoring methods with the latest technology-equipped ones.

Here we write about the automatic weather station components, manufacturers.

A complete analytical view and recording can be done via our cloud software offered with the automatic weather station.

We are a reliable and experienced automatic weather station manufacturers.

We aim to provide the most reliable and durable weather monitoring system for the best customer needs.

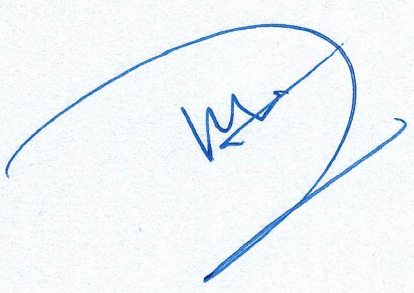
What is an Automatic Weather Station?

Firstly, the (automatic weather station) Meteorological Automatic Weather Monitoring System/Station (AWS) is a system that automatically transmits or records observations obtained from multiple sensors integrated.

In an AWS, the measurements of meteorological elements are converted into electrical signals through sensors.

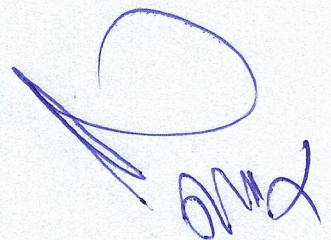
The signals are then processed and transformed into meteorological data.

The resulting information is finally transmitted by wire or radio or automatically stored on a recording medium. automatic weather station components are as follows:



Section VI. Sample Forms

1.	BID FORM AND PRICE SCHEDULES
2.	BID SECURITY FORM
3.	CONTRACT FORM
4.	PERFORMANCE SECURITY FORM
5.	BANK GUARANTEE FOR ADVANCE PAYMENT
6.	MANUFACTURER'S AUTHORIZATION FORM
7.	INTEGRITY PACT



1. Bid Form and Price Schedules

Date: _____
IFB No: _____

To: **Project Director, Technology Development Centre at the University of Agriculture, Peshawar**
Phone: 091-9221197

Gentlemen:

Having examined the Bid Solicitation 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 Bid Solicitation 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.....percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Entity.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 22 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

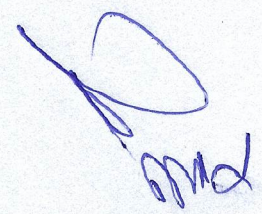
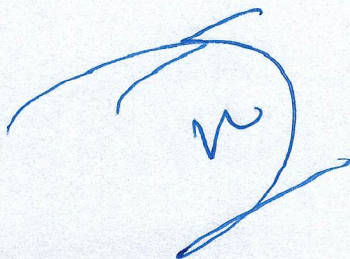
(if none, state "none")

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



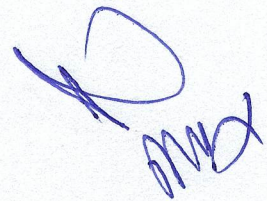
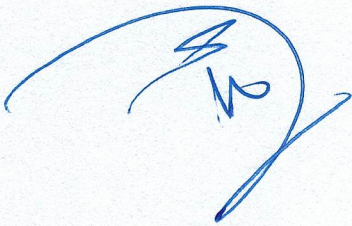
Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____ Page of _____

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required ³

Signature of Bidder _____

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



2. Bid Security Form

Whereas (hereinafter called "the Bidder") has submitted its bid dated
for the supply of (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto [name of Procuring Entity] (hereinafter called "the Procuring Entity") in the sum of for which payment well and truly to be made to the said Procuring Entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity:
 - a. fails or refuses to execute the Contract Form, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

3. Contract Form

THIS AGREEMENT made the _____ day of _____ 19____ between *The University of Agriculture, Peshawar of Pakistan* (hereinafter called "the Procuring Entity") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring entity invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring Entity's Notification of Award.

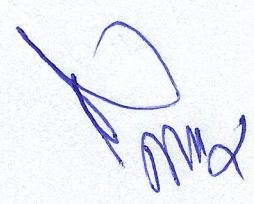
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier)



4. Performance Security Form

To: ***The University of Agriculture, Peshawar***

WHEREAS(hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated _____ 20____ to supply [description of goods and services] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

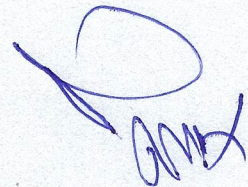
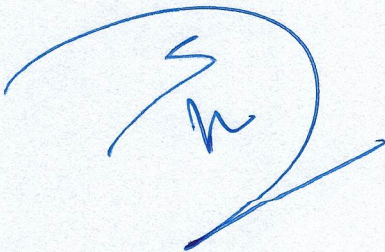
This guarantee is valid until the ____ day of _____ 20____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]



5. Bank Guarantee for Advance Payment

To: *The University of Agriculture, Peshawar*

[name of Contract]

Gentlemen:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, (hereinafter called "the Supplier") shall deposit with the Procuring Entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of

We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring Entity on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring Entity and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

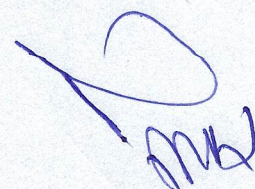
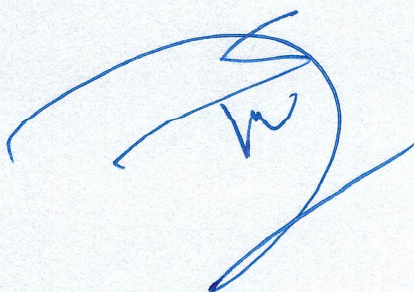
Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]



6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *The University of Agriculture, Peshawar*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.



[Handwritten signature]

7. INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. _____ Dated _____ Contract Value: *[To be filled in at the time of signing of Contract]* Contract Title: _____

..... hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

..... certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

..... accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Name of Buyer:

Signature:[Seal]

Name of Seller/Supplier:

Signature:{Seal}