



**PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION
(PEDO)**

**PROCUREMENT
OF
INFORMATION TECHNOLOGY EQUIPMENTS / HARDWARES
(Turn Key)**

(Revised)

(FEBERUARY, 2021)

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**INVITATION FOR
BIDS**

Invitation for Bids

Date: [date of issuance of IFB] _____
IFB No. _____

Pakhtunkhwa Energy Development Organization (PEDO) invites sealed bids from eligible bidders for the supply of the following Information Technology (IT) Equipment's / Hardware's for IT & Network Infrastructure of PEDO.

Sr. No	Description	QTY
1	Laptop: Core I7 10 th Gen, 14.0 Display, 8GB Ram, 512 GB SSD, Carrying Case, Windows 10, 1 year Warranty	7 No
2	Router/Firewall: Concurrent Sessions 700,000, IPSec VPN Throughput 4.4 Gbps, VPN Tunnels 200, Application Control Throughput 990 Mbps, Gigabit Ethernet WAN Port = 1, RJ 45 Ports = 3, Console Port RJ45 = 1, USB Port, IPS Throughput 1Gbps, Firewall Throughput 5/5/5 Gbps, DC Power Adopter 100-240 V A	1 No
3	Switch: 24 Port Gigabit unmanaged Rack mountable Ethernet Switch	1 No
4	Wireless Devices Dimensions@ 175.7x43.2mm indoor, 2.4 Ghz speed;450 mbs/sec or higher, 5Ghz speed, 867 mb or higher PoE mode @02.3 af/APOE & 24 V PoE, Posts (1) 10/100/1000 Ethernet.	2 No

Terms & Condition

1. Carrying a National Tax Number (NTN)
2. Sales tax certificate
3. Should be in Active Taxpayer List (NTN/STRN) of FBR.
4. Rates shall be inclusive of all applicable taxes & duties.
5. Incomplete / Conditional/ Ambiguous application shall not be considered.
6. A complete set of bidding documents can be download from PEDO official website i.e www.pedo.pk.
7. Bids must be delivered to the below mentioned office on or before at 12:30 PM on 16-03-2021 and will be open on the same date at 02:30 PM in the presence of the authorized representative.
8. The bid must be accompanied by a security of deposit of 2% of the total quoted price.
9. PEDO reserves the right to reject any one or all the bids as per rule 47 of the KPPRA 2014.

(ZAHID NAWAZ)
(MANAGER IT & NETWORK INFRASTRUCTURE)
304-PEDO House, Plot # 38-B/2 Phase-5 Hayatabad Peshawar
Tel: = +92-91-9217422

INSTRUCTION TO BIDDERS

Pakhtunkhwa Energy Development Organization (PEDO)

Dated: __/02/2021

- A. The bidder must submit the proposals in sealed envelopes and as per specified procurement method (Single Stage)(One Envelope)
- B. The proposal shall be clearly marked on the outer side” technical proposal” “financial proposal” or technical and financial proposals as the case may be.
- C. The proposal shall be typed in New Times Roman with font size 12 and single spacing and shall be in English. Any hand written part or full proposal (either technical or financial) shall be rejected.
- D. The proposals must contain a transmittal letter on the bidder’s letterhead, duly stamped by authorized representative (as per prescribed specimen).
- E. The envelopes should be on the name address and contact details of the addresses and the addressors.
- F. The proposal shall contain the copy of legislation with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.
- G. The proposal shall contain sales tax registration certificate.
- H. The proposal shall have complete work plan and delivery schedule without which no weightage will be given in accordance with the bid evaluation criteria.
- I. The bidder shall specify validity in days, PEDO may under exceptional circumstances request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.
- J. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
- K. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- L. The proposals should be in accordance with enclosed specifications and technical design (if any) (optional)
- M. Response time: all bidders shall submit proposals on or before 12:30 PM on 16-03-2021 at 304-PEDO House, Plot # 38-B/2 Phase-5 Hayatabad Peshawar and shall be opened on the same date/day at 02:30 PM in the committee room of PEDO. No proposal in any case shall be accepted after the deadline.
- N. The proposal/bidder shall submit audited financial statements for the last three

years and account balance statement for the current ongoing years.

- O. The bidder shall submit an affidavit that it has never been blacklisted.
- P. Submit statement of any history of litigation or ongoing.
- Q. The bidder will deposit bid security money with procuring entity equal to 2% of the total value of the contract along with the bid in the envelope containing Technical proposal. The bid security money so deposited shall be returned to the depositor after signing the contract.
- R. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- S. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- T. The successful bidder should submit performance bank guarantee at 10% of the total contract value. This bank guarantee should be from a scheduled bank.
- U. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- V. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).

1. Bid Form and Price Schedules

Date: _____
IFB No: _____

To: [name and address of Procuring Agency]

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under relevant Clause of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

signature]

[in the capacity of]

Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____ Page of _____

1	2	3	4	5	6	7	8
Serial No.	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 requireds
	<u>Laptop:</u>	Core I7 10 th Gen, 14.0 Display, 8GB Ram, 512 GB SSD, Carrying Case, Windows 10, 1 year Warranty		07			
	<u>Router/Firewall:</u>	Concurrent Sessions 700,000, IPSec VPN Throughput 4.4 Gbps, VPN Tunnels 200, Application Control Throughput 990 Mbps, Gigabit Ethernet WAN Port = 1, RJ 45 Ports = 3, Console Port RJ45 = 1, USB Port, IPS Throughput 1Gbps, Firewall Throughput 5/5/5 Gbps, DC Power Adopter 100-240 V AC		01			
	<u>Switch:</u>	24 Port Gigabit unmanaged Rack mountable Ethernet Switch		01			
	<u>Wireless Devices</u>	Dimensions@175.7x43.2mm indoor, 2.4 Ghz speed;450 mbs/sec or higher, 5Ghz speed, 867 mb or higher PoE mode @02.3 af/APOE & 24 V PoE, Posts (1) 10/100/1000 Ethernet.		02			

Signature of Bidder _____

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

GENERAL TERMS AND CONDITIONS

1. Following are the details regarding request for the Bid for Purchase of IT Equipments / Hardwares.

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

Ser. #	Description / Specification	Qty.	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax	Delivery Period	Total
1.	Laptop: Core i7 10 th Gen, 14.0 Display, 8GB Ram, 512 GB SSD, Carrying Case, Windows 10, 1 year Warranty	7 Nos				
2.	Router/Firewall: Concurrent Sessions 700,000, IPSec VPN Throughput 4.4 Gbps, VPN Tunnels 200, Application Control Throughput 990 Mbps, Gigabit Ethernet WAN Port = 1, RJ 45 Ports = 3, Console Port RJ45 = 1, USB Port, IPS Throughput 1Gbps, Firewall Throughput 5/5/5 Gbps, DC Power Adopter 100-240 V AC	1No				
3.	Switch: 24 Port Gigabit unmanaged Rack mountable Ethernet Switch	1No				
4.	Wireless Devices Dimensions@175.7x43.2mm indoor, 2.4 Ghz speed;450 mbs/sec or higher, 5Ghz speed, 867 mb or higher PoE mode @02.3 af/APOE & 24 V PoE, Posts (1) 10/100/1000 Ethernet.	2Nos				

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

- n) The above details shall be submitted in a sealed envelope
- o) The Supplier (s) must be registered with the Sales Tax authorities.
- p) Warranty of Goods shall be provided along with bid which shall be minimum one year or 365 days”
- q) The bids must remain valid for a period of 120 days.
- r) All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will

- add the applicable taxes to the total quoted amount for each item.
- s) The request for bid is non-transferable.
 - t) Bids must be submitted on or before the given time and date to the officer-designate for the purpose. No late bid for any reason whatsoever, will be considered.
 - u) The bids must be accompanied with bid security valuing 2% of the total quoted price.
 - v) NTN certificate shall be enclosed.
 - w) Each supplier can only submit one offer / bid.
 - x) The bid must carry the authorized signatures of the representative of the supplier.
 - y) PEDO has the right to accept or reject any or all offers without assigning any reason thereof.
 - z) PEDO has the right to increase or decrease the quantity as per the requirement of the PEDO.

Yours truly
For and On behalf of PEDO
(Zahid Nawaz)
304-PEDO House, Plot # 38-B/2,
Phase-5 Hayatabad Peshawar
Tel-+92-91-9217422

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

A. LANGUAGE

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

B. BID SECURITY DEPOSIT

Unless otherwise agreed between the Procuring entity and the Supplier, the later shall deposit with the Procuring Entity a sum equal to 2% of the total value of the goods detailed in the said Schedule at ‘C’.

C. PLACE AND TIME OF DELIVERY

The Supplier/Vendor/bidder shall as may be required by the Procuring entity either deliver free at, places detailed in the said Schedule, the list and Quantities of the goods detailed herein and the goods shall be delivered out not later than the dates specified.

(i) Delivery Schedule

Sr.#	Item / Deliverable	Date of Delivery	Place of Delivery	Verification	Acceptance
1	Laptop: Core i7 10 th Gen, 14.0 Display, 8GB Ram, 512 GB SSD, Carrying Case, Windows 10, 1 year Warranty	30 days	PEDO House	5 days	5 days
2	Router/Firewall: Concurrent Sessions 700,000, IPSec VPN Throughput 4.4 Gbps, VPN Tunnels 200, Application Control Throughput 990 Mbps, Gigabit Ethernet WAN Port = 1, RJ 45 Ports = 3, Console Port RJ45 = 1, USB Port, IPS Throughput 1Gbps, Firewall Throughput 5/5/5 Gbps, DC Power Adopter 100-240 V AC	30 days	PEDO House	5 days	5 days
3	Switch: 24 Port Gigabit unmanaged Rack mountable Ethernet Switch	30 days	PEDO House	15 days	5 days
4	Wireless Devices Dimensions@175.7x43.2mm indoor, 2.4 Ghz speed;450 mbs/sec or higher, 5Ghz speed, 867 mb or higher PoE mode @02.3 af/APOE & 24 V PoE, Posts (1) 10/100/1000 Ethernet.	30 days	PEDO House	15 days	5 days

D. VARIATIONS / REPEAT ORDERS

The Procuring entity may during the execution of the Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPP Rules 2014.

E. INSPECTION of Goods on Delivery (whole applicable)

The goods shall be inspected by the inspecting team of the Procuring entity for quality/quantity etc at the agreed location/warehouse of the Procuring entity before the goods are provided/supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

F. PACKAGING

Material/works/service should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

G. PERFORMANCE BANK GUARANTEE

Successful bidders shall furnish a Performance Bank Guarantee of 10% value of Purchase Order/Tender price/Contract on the proforma prescribed provided that the guarantee is issued by any of the approved Banks within 20 days of issuance of the letter of acceptance. The performance guarantee shall remain valid

throughout the execution of purchase order/contract and shall be returned within 15 days after the expiry of warranty period and satisfactory performance

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

FORFEITURE OF PERFORMANCE BANK GUARANTEE

The Performance Bank Guarantee may be forfeited if the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract / Purchase Order.

H. PAYMENT CLAUSE

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

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, Material Receiving Report No.____, and Acceptance Note No.____, with date, price/rate of each item.
- b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice). (where applicable)
- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Bank Account Number and Branch.
- i. Recovery of all applicable taxes at source should be made as per rules
- j. Certificate from procuring entity stating Goods as per standard / professional requirement (format given below)

DETAIL OF STANDARDS

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

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

(Assessment /Evaluation Officers)

Name and Designation

K. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the consultant.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers

The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of

contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, Procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPP Rules 2014.

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

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by KPPRA whose decision will final and binding on both the parties

M. INDEMNITY

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

N. SUB-LETTING CONTRACT

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

O. BRIBES COMMISSION ETC.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

P. TERMINATION End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

Termination by the Client

The Client may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

Termination by the Supplier

The supplier may suspend the Agreement by a written notice of thirty (60) days only if the supplier does not receive payments due under this Agreement within sixty (60) days of submission of its invoice. If the payment is still not made to the supplier after sixty (60) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances, the Procuring entity shall pay, within a period of sixty (60) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

Q. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event.

Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

R. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPP Rules 2014.

S. CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

T. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client

To: The Supplier -----

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

U. QUALIFICATION CRITERIA

The Bidder must meet on the qualification criteria. Bids not meeting any of the qualification criteria shall be rejected, strictly in accordance with the KPPRA rules.

10. Carrying a National Tax Number (NTN)
11. Sales tax certificate
12. Should be in Active Taxpayer List (ATL)
13. Financial health (Financial Audit Report, Bank Statement for the last 3 fiscal years);
14. Should demonstrate similar experience for at least 3 years.
15. Shall provide on a stamp paper an Affidavit stating that the proponent has never been blacklisted by any government/semi-government organizations under the administrative control of the federal / provincial governments.

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

Procuring Officer
Procuring entity and its address

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

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

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

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

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

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

WITH ADDRESS _____
AUTHORISED OFFICER OF THE BANK

**PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF
PURCHASE ORDER / CONTRACT AGREEMENT**

(to be furnished on non-judicial stamp paper of appropriate value)

WHEREAS Pakhtunkhwa Energy Development Organization (PEDO) having its registered office at Plot # 38-B/2 Phase-5 Hayatabad Peshawar, by an agreement made between _____ (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract) vide agreement / letter / P.O. No. dated for the supply of goods / works / services specified in the said Purchase Order / contract agreement.

AND WHEREAS in accordance with the provisions of clause _____ of the Contract/Purchase Order the supplier is required to furnish a bank guarantee for the due performance and observance of all the terms provisions and stipulations of the Contract/Purchase Order by the service provider and the service provider has requested Bank Limited to issue the said guarantee for an amount of Rupees _____ (Rs. _____) equivalent to <10 %> of the total value shown in the purchase order.

In consideration of the premises we _____ Bank Limited _____ hereby guarantee irrevocably and unconditionally forthwith to pay to the procuring entity without reference to the service provider on the first demand of the procuring entity in writing stating that the service provider has committed a default under the Contract/Purchase order without any further statement of the particulars of such default and notwithstanding any contestation by the supplier an amount not exceeding Rupees

And we _____ Bank Limited hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the procuring entity under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of procuring entity shall in any way release this Bank from any liability under this guarantee.

The validity of this guarantee shall expire after _____ days on _____ of the completion of delivery of supplies to the procuring entity by the supplier in conformity with the provisions of the Contract/Purchase Order. After its expiry the procuring entity shall return this guarantee to the Supplier for cancellation by this bank.

NAME OF BANK
WITH ADDRESS
AUTHORISED OFFICER OF THE BANK

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 20____, between _____ of _____ (hereinafter “the Purchaser”), of the one part, and _____ of _____ (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods in the sum of _____ (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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Purchaser’s Notification to the Supplier of Award of Contract (Letter of Acceptance).
 - (b) the Form of Bid and the Price Schedules submitted by the Supplier.
 - (c) the Particular and General Conditions of Contract.
 - (d) the Schedule to Bid (other than Price Schedule).
 - (e) Appendices to Bid.
 - (f) Specifications.
 - (g) Drawings; and
 - (h) Any other Item

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods 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 the parties hereto have caused this Agreement to be executed in accordance with the

laws of _____ on the day, month and year indicated above.

Signature of the Supplier

(Seal)

Signature of the Purchaser

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness

(Name, Title and Address)