



Reference No: U-EAS/FY/2021/021

Dated: July 29, 2021

RE-INVITATION OF BIDS- FOR PROCUREMENT OF 65 KVA GENERATOR SET FOR U-EAS KABAL, SWAT

University of Engineering & Applied Sciences, Swat (U-EAS), invites sealed bids along with 2% bid security, in favor of Project Director, University of Engineering and Applied Sciences, from reputed firms/suppliers registered with Income Tax and Sales Tax Departments, Government of Pakistan for supply of Generator set (65 KVA) at Kabal Campus, University of Engineering & Applied Sciences, Swat.

Interested eligible bidders may download Bidding Documents from the website of www.suet.edu.pk containing detailed specifications of items and other terms and conditions.

Sealed Technical and Financial proposals should be submitted in two separate envelopes placed and sealed in one big envelope (Single Stage Two Envelope) up to **16th August, 2021** till **12:00 P.M** in the tender Box of U-EAS, Kabal Swat. Technical proposals will be opened on the same day i.e. **16th August, 2021** at **12:30 P.M** at committee room of office Molano Chum, Chinar Stop, Gul Jabba, Tehsil Kabal, in the presence of bidders or their authorized representatives who would like to be present. The Financial proposals of only those firms will be opened on a subsequent date, who are declared technically qualified for participation in the financial bid. The tenders received after due date and time will not be considered.

Procurement Unit

University of Engineering and Applied Sciences.
Office Molano Chum, Chinar Stop, Gul Jabba, Tehsil Kabal, District Swat,
Tel: 0946755512-13

Introduction:

The University of Engineering and Applied Sciences, Swat (U-EAS) is the department of Government of Khyber Pakhtunkhwa in Pakistan, committed to provide quality educational services to the people of Pakistan without discrimination as to, race, religious beliefs, class or political opinions.

The University of Engineering and Applied Sciences, Swat (U-EAS) — within the framework of its operation in Pakistan, would like to request your best bid/proposals for the procurement of Generator set as per general terms and conditions mentioned in the bidding document.

The bid shall comprise a single package containing two separate envelopes for technical proposal and financial proposal as per single stage – two envelopes bidding procedure. Each envelope must be independently sealed; the independently sealed envelopes of technical and financial proposals shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. The bid prepared shall be further sealed in one big envelope and submitted to the Procurement Unit, University of Engineering and Applied Sciences, Office Molano Chum, Chinar Stop, Gul Jabba, Tehsil Kabal, District Swat in accordance with instructions given in the bidding document;

The envelope shall bear the Invitation for Bids title and Procurement Reference Number, and a statement: “DO NOT OPEN BEFORE **12:30 PM, 16th August, 2021**”

All the pages of the tender documents and attached annexures should be signed and stamped as a commitment to agree with the terms and conditions mentioned therein and these should be submitted along with the offer.

Objective:

- a. To provide the Generator set for office to University of Engineering and Applied Sciences (U-EAS) as per detail mentioned in attached Annex ‘C’ with a well-managed, efficient and reliable provision of required goods.
 - b. To ensure that the University of Engineering and Applied Sciences (U-EAS) receives the appropriate after sales service and support.
 - c. To continually look for ways in which the services can be improved or streamlined in order to maximize the benefits to the University of Engineering and Applied Sciences (U-EAS).
2. **Documentation Language:** All documents, markings and labeling should appear in English.
3. **Evaluation criteria:** -

Evaluation of the bids will be conducted in the following three stages: -

Stage-1: Preliminary examination

At first stage, the Purchaser will examine the bids to determine: -

- (a) whether they are complete,
- (b) whether the documents have been properly signed,
- (c) Whether affidavit on judicial stamp paper to the effect that “*the requisite Bid Security has been placed separately in the sealed envelope of financial bid*” has been provided.

- (d) whether letter of bid (Bid Form) has been provided
- (e) Affidavit to the effect that firm has not been blacklisted in the past by any Govt., Semi Govt. or private institution.
- (f) OEM Certificate is required
- (g) whether Income Tax Registration Certificate has been provided.
- (h) whether Sales Tax Registration Certificate has been provided
- (i) whether reference list of similar supply in Pakistan provided
- (j) Letter of Compliance to the Specification Required of Items (Annex-D) & University of Engineering and Applied Sciences (U-EAS) terms and general conditions — Annex C
- (k) Undertaking on letter Head for availability of spare parts for five (5) years against the offer Generator set is to be guaranteed on payment basis after warranty period.
- (l) Must be covered under standard warranty i.e. at least 1 year or as per manufacturer policy. Company/Firm will confirm that they will replace the damaged with the new one within one-year from the date of supply.

The preliminary examination will be conducted on a responsive and non-responsive basis. Only bids which have been rated "responsive" in the preliminary examination of bids shall be considered for further evaluation.

Stage -2 Technical Requirements Compliance

At the second stage, the Purchaser will examine the technical bids to determine whether they **meet the minimum required specifications**. The bidders must quote for the entire lot with complete accessories and the entire quantity demanded. The purchase will evaluate the bids on lot basis.

Any bid, which does not meet minimum required specifications shall be rejected and will not be considered for subsequent evaluation. The Financial proposals of only those bidders will be opened on a subsequent date, who are declared technically compliant for participation in the financial bid.

Stage -3 Financial/Final Evaluation

- (a) In the last stage, the Purchaser will open the financial bids of only those bidders who are declared as technically compliant on a subsequently date. The Purchaser 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.
- (b) 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 there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- (c) The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation.
- (d) For the purpose of comparison of bids quoted in different currencies, price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of technical bids specified in the bidding documents, as notified by the state bank of Pakistan.

- (e) The successful bidder would be determined by the lowest evaluated bid received subject to the bid meeting the specifications and other terms and conditions specified.

(m) Documents constituting the bid

The bid prepared and submitted in two separate envelopes by the Bidder shall comprise the following components each: -

A. Technical Tender

- a) Letter of Bid (Bid Form) as per Annexure-A
- b) Technical Specifications of Items and quantities
- c) Income Tax Registration Certificate
- d) Sales Tax Registration Certificate.
- e) Firm must provide the OEM authorization letter in the technical proposal (Mandatory)
- f) Complete Import documents must be provided.
- g) Factory Test Report of the Manufacturer for complete package must be submitted.
- h) Submit at least 03 Satisfactory completion certificates for the equipment supplied to Govt., Semi Govt. or private institutions
- i) Affidavit on judicial stamp paper to the effect that “the requisite Bid Security has been placed separately in the sealed envelope of financial bid” has been provided.
- j) Contract form to be furnished by successful bidder(s) after award of contract as per Annexure-E
- k) 10 % Performance bond for warranty period to be furnished by successful bidder(s) at the time of signing contract as per Annexure-F.

B. Financial Bid

- a) Bid security of 2%
- b) Letter of Bid (Bid Form)/Price Break down Schedule as per Annexure-B

4. Prices.

- a. Bid Format for offering price is attached at Annex-A. Quotation must be submitted as per the given format in Bid Form on company Letter head or duly signed and stamped.
- b. All Govt. applicable taxes, duties, levies, licenses in respect to the contracted cargo if any, to be borne by the supplier.
- c. Labor cost including loading at the supplier’s premises.
- d. Transport and any other applicable costs.
- e. All other related cost until delivery to final destination.

5. Bid Security

- a) The Bidder shall furnish, as part of its bid, a bid security of 2% of the total bid price.
- b) The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.
- c) Any bid not secured, will be rejected by the Purchaser as nonresponsive.
- d) Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible.
- e) The successful Bidder's bid security will be discharged upon the Bidder signing the contract and furnishing the performance security or completion of the contract.
- f) 2% of the total quoted value of the quotation will be deposited in the shape of irrevocable –CDR in the name of Project Director, University of Engineering and Applied Sciences, along with the offer. Offers received without EM / Bid money will not be considered/entertained. Ordinary Cheque in the form of bid security will result in rejection of bid.
- g) The bid security may be forfeited:
 - (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified by the Bidder, or
 - (ii) does not accept the correction of errors; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract; or
 - (ii) to furnish performance security or complete the job.

6. Documentation Language:

All documents, markings and labeling should appear in English.

7. Delivery Period , Destination & Training.

- a) is required to be delivered at University of Engineering and Applied Sciences (U-EAS) site at Kabal, SWAT. The cost should include all transportation and loading / unloading and other Misc charges etc (if any).
- b) Delivery of Generator set must be completed within 30 days.
- c) Training must be provided to U-EAS designated staff regarding usage of generator set.

8. Payment Terms.

- a) Full Payment will be made (within 30 working days) subject to the satisfactory Inspection made by University of Engineering and Applied Sciences (U-EAS).
- b) The firm/supplier is required to submit the following documents to University of Engineering and Applied Sciences (U-EAS), Swat upon completion of delivery.
 - i. Original commercial invoice.
 - ii. Original copies of delivery challan.

- c) Payment to the supplier will be made through crossed cheque after deduction of all taxes, duties & levies applicable as per Govt of Pakistan Law. Payment will be done upon the complete supply, installation and inspection of equipment and no advance payment is allowed.

9. Inspection:

Inspection of ordered may be conducted at our premises in University of Engineering and Applied Sciences (U-EAS) Kabal Office, Swat. Any Item not found in accordance with the specifications will not be accepted. In that case, the firm/supplier has to replace the items and account for all the additional cost and / or other losses / penalty, as may be fixed by the U-EAS as per KPPRA rule 2014.

10. Pertinent information:

- a) Order quantity is solely subject to the University of Engineering and Applied Sciences (U-EAS)'s operational needs.
- b) Failure to comply with the University of Engineering and Applied Sciences (U-EAS) requirements, will justify rejection of your proposal.
- c) The University of Engineering and Applied Sciences (U-EAS) reserves the right to make regular market comparisons of other companies/firms.
- d) The University of Engineering and Applied Sciences (U-EAS) is not bound to avail the goods from the company/firm and may obtain goods from any other company/firm.
- e) The company/firm shall at all times strictly comply with all applicable laws, regulations and orders of the Government of Pakistan.
- f) The company/firm shall observe and abide by all policies, regulations & directives of the University of Engineering and Applied Sciences (U-EAS) in the course of providing the services to the University of Engineering and Applied Sciences (U-EAS).
- g) The company/firm shall maintain true & correct records in connection with the services to be performed to the University of Engineering and Applied Sciences (U-EAS).

11. Principles of Conduct Clause: The company/firm seeking to work with the University of Engineering and Applied Sciences (U-EAS) shall respect the following principles:

- a) **Business Ethics:** The company/firm is expected to maintain the highest degree of business ethics when working with the University of Engineering and Applied Sciences (U-EAS).
- b) **Transparency of Information Provision:** The company/firm shall not be involved in any fraudulent activities, misrepresent information or facts for the purpose of influencing the selection and contract awarding process in its favor.
- c) **Fair Competition:** The company/firm shall not be involved in any corrupt, collusive or coercive practices.
- d) **Officials Not to Benefit:** The company/firm represents and warrants that no official of the University

of Engineering and Applied Sciences (U-EAS) (Unless Authorized by the U-EAS) has been, or shall be, admitted by the company/firm to any direct or indirect benefit arising from this Request for Quotation, Purchase Order/Contract or the award thereof. The company/firm agrees that breach of this provision is a breach of an essential term of the Purchase Order/Contract.

- e) If at any time during the procurement process, the University of Engineering and Applied Sciences (U-EAS) determines that the company/firm is in violation of the above- mentioned principles, then respective the company/firm proposal may be rejected as ineligible. All costs in relation to the cancellation of the above or contracts shall be borne by the company/firm.

12. All or None Clause:

The University of Engineering and Applied Sciences (U-EAS) reserves the right to accept the whole or part of your offers and the lowest bid need not be accepted. In case your offers are accepted, you will be required to sign, stamp and return our formal Purchase Order confirming your acceptance of the agreed terms and conditions.

13. Offer Validity:

Your proposal must remain valid for 90 (ninety) days starting from the date of submission to U-EAS.

14. Currency: All firm costs to be given in Pakistan Rupees (PKR) only.

15. Applicability of Rules: In case any clause/ITB of these bidding documents are ambiguous/unclear, KPPRA Rule, 2014, KPPRA Act, 2012 and KPPRA Standard bidding documents (For Small goods and Large Good, whichever the case may be), will be applicable.

16. Queries :- All the queries related to this tender please email on riaz.khan@suet.edu.pk with copy to Shafqat.alam@suet.edu.pk

Procurement Unit
University of Engineering and Applied Sciences, Office
Molano Chum, Chinar Stop, Gul Jabba, Tehsil Kabal,
District Swat
Ph# 0946-755512

Procurement Unit

Enclosed

- Bid Form (Annex A)
- SWAT UNIVERSITY OF ENGINEERING & TECHNOLOGY (U-EAS) General Terms and Conditions (Annex B)
- Contract Form- D
- Performance Bond- E

LETTER OF BID (LETTER OF INTENTION)
(To be furnished with technical proposal)

Date: _____

Procurement Ref. No: U-EAS/IT/2021/021

To:

The Project Director,
University of Engineering & Applied Sciences, Swat (U-EAS)

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install, train and commission the 65 KVA Generator in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the goods within _____ days from date of award of contract.

We agree to abide by this Bid for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any bid you may receive. We certify/confirm that we comply with the eligibility requirements as per bidding documents.

Dated this _____ day of _____ 2021

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _

BID FORM

(To be furnished with Financial proposal)

I / We _____
hereby submit my/our offer for below supplies, as per Annex ‘C’ of the tender document:

PRICE BREAKDOWN SCHEDULE

S No	Specifications	Qty	Unit Price	Total Price (inclusive of all taxes)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
Grand Total				

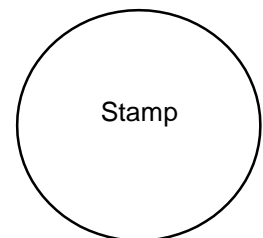
If the above-mentioned quoted price of Generator set is accepted/lowest, I/We hereby agree to abide and fulfill all the terms and conditions of the bid documents failing which the Bid Money Deposit can be forfeited by the University of Engineering and Applied Sciences (U-EAS).

Name of Dealer: _____

Signature & Stamp: _____

Address: _____

Dated: _____





University of Engineering and Applied Sciences
(U-EAS) General Terms & Conditions

1. Acknowledgment: A duplicate of the Terms & Conditions is attached and marked "Copy for acknowledgment and acceptance of conditions of contract". Please detach, sign and date this copy and return by registered mail within 2 day to the Swat University of Engineering & Technology - U-EAS, Swat - Pakistan.

2. Acceptance: No purchase order shall become effective and no contract shall exist until the U-EAS has received from the Supplier their written acceptance of the conditions which govern the PO or contract. This can be accomplished by return of the signed and stamped Acknowledgment Copy.

3. Tax Exemption: The Supplier's price shall reflect any tax exemption to which the U-EAS is entitled by reason of any immunity which it enjoys. If it is subsequently determined that any taxes which have been included in the price are not required to be paid, the U-EAS shall deduct the amount from the contract price or, if it has paid any such taxes, it shall be refunded.

4. Discount: Time in connection with any discounts offered will be computed from the date of receipt by the U-EAS of full documentation as specified by the Purchase Order, contract or Annex thereto.

5. Warranty: The Supplier warrants the goods or services furnished under this Purchase Order / Contract to be fit for their intended use, free from defects in workmanship or materials, and indemnifies the U-EAS against any claims resulting there from. This warranty is without prejudice to any further guarantees that the Supplier provides to the Purchaser; such guarantees shall apply to the subject goods of this Purchase Order / Contract.

6. Inspection: The duly accredited representatives of the U-EAS shall have the right to inspect the goods or services called for under

of the U-EAS or any waiver thereof shall not prejudice the implementation of any other relevant provisions of this Purchase Order / Contract concerning obligations subscribed by the Supplier, such as warranty or specifications.

13. Packing: The Supplier shall pack all goods with new sound materials and with every care in accordance with normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Supplier shall be responsible for any damage or loss which can be shown to have resulted from faulty or inadequate packing.

14. Export License: The Purchase Order / Contract are subject to the obtaining of any export license or other governmental authorization which may be required. It shall be the responsibility of the Supplier to inform the U-EAS beforehand of such restrictions and obtain such license or authorization, but the U-EAS will use its best endeavors to assist. In the event of refusal thereof, the Purchase Order / Contract will be annulled and all claims between the parties automatically waived.

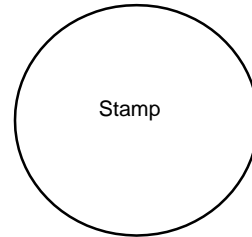
15. Force Majeure: Force majeure, as used herein, shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, or within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of the force majeure and within not more than 15 days, the supplier shall give notice and full particulars in writing to the U-EAS of such force majeure if the Supplier is thereby rendered unable, wholly or in part, to perform his obligations and meet his responsibilities under this Purchase Order / Contract. The U-EAS shall then have the right to terminate the Purchase Order / Contract by giving in writing seven days notice of termination to the Supplier, and the Supplier shall return any deposit

<p>this Purchase Order / Contract at the Supplier's stores, during manufacture, in the ports or at places of shipment, and the Supplier shall cooperate and provide all facilities for such an inspection. The U-EAS may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives</p> <p><u>7. Default:</u> In case of default by the Supplier,</p>	<p>paid by the U-EAS arising from this contract or the award thereof. The contractor agrees that breach of this provision is a breach of an essential term of this contract.</p> <p><u>16. Amendments:</u> No changes or modifications to this Purchase Order / Contract shall be valid unless mutually agreed between both parties and confirmed by an official amendment.</p>
<p>including but not limited to failure or refusal to make deliveries within the time limit specified, the U-EAS may procure the goods or services from other sources and hold the Supplier responsible for any excess costs occasioned thereby. Furthermore, the U-EAS may by written notice terminate the right of the Supplier to proceed with the deliveries, or such parts thereof as to which there has been default.</p> <p><u>8. Conformity with Specifications:</u> In the case of goods purchased on the basis of specifications the Supplier warrants their conformity. The U-EAS shall have the right to reject the goods or any part thereof if they do not conform to specifications. In case of non-conformity the Supplier may in consultation with the U-EAS propose a suitable alternative.</p> <p><u>9. Assignment:</u> The Supplier shall not assign, transfer, pledge or make other disposition of this Purchase Order / Contract or any part thereof or of any of the Supplier's rights, claims or obligations under this Purchase Order / Contract except with the prior written consent of the U-EAS.</p> <p><u>10. Bankruptcy:</u> Should the Supplier file any petition for bankruptcy or should the Supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, the U-EAS may under the terms of this Purchase Order / Contract, terminate the same forthwith by giving the Supplier written notice of such termination.</p> <p><u>11. Advertising:</u> Unless authorized in advance in writing by the U-EAS, the Supplier shall not advertise or otherwise make public the fact that he is a Supplier to the U-EAS and / or any sister organization of U-EAS, or use the name, emblem or official seal of the U-EAS and any abbreviation of</p>	<p><u>17. Notice:</u> Service of any notice shall be deemed to be good if sent by registered mail, courier service, fax or cable to the addresses of both parties, set out in the heading of this Purchase Order / Contract.</p> <p><u>18. Jurisdiction:</u> This Contract is considered to be concluded in Swat - Pakistan.</p> <p><u>19. Price and Quote:</u> Price can be quoted for all the items with entire quantity demanded. Purchase order will be issued on the basis of technically complaint & lowest price quoted for item wise or complete.</p> <p><u>20. U-EAS Rights:-</u> U-EAS have right to increase or decrease the entire quantity at the time of order. U-EAS have right to cancel the tender process whole or in part without assigning any reason at any stage.</p> <p><u>21. Applicability of Rules :-</u> If any clause in the bidding document is found unclear or ambiguous KPPRA rules, KPPRA Act & KPPRA Standard bidding documents will be applicable.</p>

the name of the U-EAS for advertising purposes or any other purposes.

12. Officials Not to Benefit: The contractor represents and warrants that no official of the U-EAS has been, or shall be, admitted by the contractor to any direct or indirect benefit.

Signed and Stamped all the pages by the firm/supplier as Acceptance acknowledge





Annex-D

University of Engineering and Applied Sciences – U-EAS

GENERATOR SET & SPECIFICATIONS

Sr	Detail	Qty
01	<p>TECHNICAL SPECIFICATION FOR 65 KVA:</p> <p>1) Diesel generator set 65KVA Stand By :</p> <p>1) Duty : Stand By</p> <p>Prime Output: 65 kVA Standby: 70 kVA Voltage 3-phase 4 wire 200/400v, RPM 1500, Frequency 50Hz</p> <p>2) Engine: OEM</p> <p>Circuit Breaker: 3POLE MCB or equivalent Type Cylinder as by Manufacturer (OEM) Cycle: 4 strokes Governing: Mechanical</p> <p>3) Alternator:</p> <p>Insulation Class: HSelf-Excited Power Factor: 0.8 Winding Pitch: 2/3-6</p> <p>Mandatory: Must be coupled by the Engine Manufacturer (OEM) as complete package.</p> <p>4) Cooling System</p> <p>Engine mounted Radiator</p> <p>Cooling system must be designed to operate in ambient temperature upto 50 degree C</p> <p>5) Fuel System</p> <p>Skid Mounted Day fuel tank with Capacity of 8Hours of running as per OEM</p>	01

6) Control Panel

i)Generator Monitoring: Voltage (L-L, L-N) Voltmeter, Ammeter, Frequency meter, Service Hour Meter

ii)Engine Monitoring: Coolant Temperature, Oil Pressure, Engine Speed (PRM), Battery Voltage, Crank attempt and successful start counter.

Run/Auto/Stop control, Speed and voltage control

Accompanied by Auto transfer switch auto mains failure panel suitable for 1-WAPDA source and generator using best quality electrical components and box.

7) Air cooled, battery trays with new battery (12V/65 Ah)

Mandatory:

Complete generator set must be from world renowned (OEM) original equipment manufacturer along with OEM authorization letter.

TECHNICAL SPECS FOR LOCAL ITEMS

1) Sound Attenuated & Whether Proof Canopy Local

Must be 14SWG M.S Sheet, as recommended by OEM with inspection gates on each side. Canopy must be 85dba @ 1 meter with clearance 6-7 meter from all sides on 75- 80% load.

2) AUTO TRANSFER SWITCH local with Imported Components

3-POLE Auto transfer Switch as per Generator, Should be equipped with all standard safeties

3) INSTALLATION /CIVIL SCOPE

Base Foundation Pad, 2 Nos Earth pits with resistance of 1Ω with complete fixing Power, Control and Earth Cables

As per Generator rating must be copper.

4) Transportation to Kabal Campus swat, Loading & Unloading must be included.

Note:

i) OEM Certificate is compulsory

ii) Complete Import document will be provided

iii) Factory Test report of the Manufacturer for complete package will also be essential

U-EAS reserves the right to cancel the tender process whole or in part before award of contract. U-EAS have the right to increase or decrease the quantity at the time of Purchase order.



CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 2021 between University of Engineering and Applied Sciences, Swat (U-EAS) (hereinafter called “the Purchaser”) of the one part and [name of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., procurement of Generator set and has accepted a bid by the Supplier for the supply, installation and commissioning 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 Price Schedule submitted by the Bidder;
 - (b) the Technical Specifications;
 - (c) the General Conditions and clauses of the bidding documents;
 - (d) the Purchaser’s Notification of Award/Purchase Order;
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services 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 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 Purchaser)

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



Annexure-F

PERFORMANCE BOND (FORM)

To

The Project Director,
University of Engineering and Applied Sciences (U-EAS).

WHEREAS **(Name of Supplier)** (hereinafter called "The Supplier") has undertaken, in pursuance of Agreement dated _____ to supply, install and commission Generator set.

AND WHEREAS, it has been stipulated by you in the said Agreement that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Agreement.

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 agreement 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) day of (Month), (Year).

Signature and Seal of the Guarantor

Date _____

Address

