



**GOVERNMENT OF KHYBER PAKHTUNKHWA
SCIENCE & TECHNOLOGY AND INFORMATION
TECHNOLOGY DEPARTMENT**

**Establishment of Citizen Facilitation Centers in
Khyber Pakhtunkhwa**



1st Floor, Roidar shah Plaza, Nishterabad, Peshawar

Phone # 091-9225484-85-86

**REQUEST FOR PROPOSALS (RFP)
FOR**

SUPPLY, INSTALLATION AND COMMISSIONING OF ELECTRICITY GENERATORS

The Science Technology and Information Technology Department is executing an ADP Project "ESTABLISHMENT OF CFCs IN KHYBER PAKHTUNKHWA/210698" for provision of government services to the general public of the province. The PMU, CFC-KP invites proposals through the E-PADS from eligible firms registered with FBR (Income Tax and Sales Tax) and KP Revenue Authority (KPRA) as per the following details:

Description of Service	Date & Time of Pre-Bid Meeting	Date & Time of Proposals Submission	Date & Time of Proposals Opening
Supply, Installation and Commissioning of Electricity Generators	April 16 th , 2026, 02:00 PM	April 28 th , 2026, 02:00 PM	April 28 th , 2026, 02:30 PM

1. Proposals prepared in accordance with the instructions stipulated in the Standard Bidding Document must be submitted electronically via E-PADS (<https://kp.eprocure.gov.pk>). Manual submissions of the proposals will not be accepted. Only original CDR must be submitted in hard form.
2. The technical proposals will be opened electronically on the same date of Bid submission at 02:30 PM, in the presence of bidders or their authorized representatives who wish to attend the bid opening meeting at the below-mentioned address.
3. All the required documents shall be scanned and uploaded on E-PADS. (<https://kp.eprocure.gov.pk>)
4. Detailed terms & conditions, specifications, and other relevant information are available in the E-Bid Solicitation Documents on the EPADS portal: kp.eprocure.gov.pk
5. Procuring Entity reserves the right to reject any or all proposals at any stage of the bidding process as per prevailing KPPRA Rules, 2014.

Note: Only registered firms on EPADS are eligible to participate in the bidding process. Interested firms must register via: <https://kp.eprocure.gov.pk/#/supplier/registration>.

**Project Director CFC KP,
Establishment of CFCs in Khyber Pakhtunkhwa
1st Floor, Roidar shah Plaza, Nishterabad, Peshawar
Contact: 091-9225485**

**SCIENCE AND TECHNOLOGY & INFORMATION
TECHNOLOGY DEPARTMENT
GOVERNMENT OF KHYBER PAKHTUNKHWA**



**Project Name: Establishment of Citizens Facilitation
Centers in Khyber Pakhtunkhwa**

Request for Proposals

Of

**Supply, Installation and Commissioning of
Electricity Generators for Divisional Head
Quarter (Bannu, Kohat, Mardan, DI Khan,
Abbottabad & Peshawar) of Citizen Facilitation
Centers Khyber Pakhtunkhwa**

Tender Opening	28-04-2026 02:30 PM
Venue	PMU CFC, Roidar Shah Plaza, Nishterabad Peshawar, Peshawar

- a) **Pre-Bid Meeting:** **16th April, 2026 at 02:00PM**
- b) Date of Opening tender: _____
- c) Tender due time: **02:00 PM**
- d) Time of Opening tender: **02:30 PM**
- e) Name of Supplier: _____

DESCRIPTION OF WORK

Citizens Facilitation Centers Khyber Pakhtunkhwa (CFC KP), Science & Technology and Information Technology Department, Government of Khyber Pakhtunkhwa invites Proposals from registered vendors/firms having legal presence in Pakistan for supply of Generators on Turn Key Basis

Deliverables

The responding organization should clearly mention and list all the deliverables to be completed under the proposed project. All deliverables must comply with industry standards.

Applicability of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

This Tender Process will be governed by the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 as amended from time to time and instructions of the Government of Khyber Pakhtunkhwa received during the completion of the scheme.

MINIMUM ELIGIBILITY CRITERIA

The Bidder(s) (Only Supplier) should meet the following Eligibility Criteria to participate in the Bid Process and must enclose documentary proof for fulfilling the Eligibility in the Technical Proposal:

S. No	Mandatory Criteria	Documentary Evidence	Check List	
			Yes	No
1	Bidder Registration under the Laws of Pakistan but not later than 01-01-2020	Certificate of Registration with SECP or Registrar of firm		
2	Original Equipment Manufacturer Authorization Letter	Verifiable from OEM MAL		
3	Registration with Income & Sale Tax Department & KPRA	Certificate of Registration and Active Tax- payer List.		
4	The Bidder should have average revenue of more than RS. 200 million in the last Three audited year 2022-25.	3 year Annual audit Report including Balance Sheet , income statement and profit & Loss accounts (audit report must have from ICAP)		
5	The Bidder should have Total annual sales/supply of Generators PK RS. 200 million in the previous Three audited years.	Supply Order/Contracts of Generators		
6	Can provide the item within the time specified in the term & Condition.	Supply Schedule/ Mention days on firm letter head		
7	Specification Compliance with Bidding Documents	Specification quoted by the firm/Brochures on affidavit		
8	Original CDR	The bidder shall attach an affidavit along with 2% original CDR of quoted amount is submitted in hard form		
9	Non-Blacklisted and non-litigation affidavit.	Bidder should not have been blacklisted by any of the Provincial / Federal Government or organizations of the state / Federal Government in Pakistan. (Undertaking on stamp paper should be attached)		

1. The Competent authority reserves the right to cancel / disqualify any or all tenders according to KPPRA Rules 2014 47(1) at any stage.
2. Incomplete Technical proposal without fulfilling the legal mandatory required documentation will be disqualified straightaway and will not be included for further process.
3. Bidder should quote all the items mention in Annex –B.
4. The bids will be valid for a period of 90 days from the date of submission.

EVALUATION CRITERIA

There will be a single stage two envelope procedure (Technical Proposal + Financial proposal). Preliminary evaluation (Initial Screening) of technical bids will be done on the basis of following parameters:

1. RO or Lead bidder should be a Company/firm (Only Supplier) having legal presence in Pakistan.
2. RO must have successfully implemented the proposed application. (Only those Projects should be considered where RO can provide the successful completion certificate from the Client Organization.)
3. RO should have valid NTN and STRN Certificates.

Note: Failing to qualify on any of the above criteria will not be considered for further evaluation. Detailed technical evaluation will be done for firms who qualify the preliminary evaluation mentioned above. These firms will be asked to give presentations on their solution. Ratings for the technical evaluation will be as follows:

	Marks
Technical Evaluation	70%
Financial Evaluation	30%

Financial bids of firms who score at least 60 % on the technical evaluation (as a whole) will be opened before the representatives who wish to attend the tender opening. While financial proposal of disqualify firms will return unopened. 30 % weight age will be given to financial proposals of responding organizations. The formula for financial scoring is that the lowest bidder gets 30 points and the other bidders score 30 multiplied by the ratio of the lowest bid divided by the quoted price. **Example:**

Value quoted by lowest bidder = A

Value quoted by second lowest bidder = B

Value quoted by third lowest bidder = C

Financial scoring of the lowest bidder will be = 30

Financial scoring of the second lowest bidder will be = $(A/B) * 30$

Financial scoring of the third lowest bidder will be = $(A/C) * 30$

Technical scoring out of 100 = A

Carried Forward & Prorated Technical scoring = A x 0.7

Points obtained in the detailed technical evaluation will be carried forward & prorated. Tender will be awarded to the Responding Organization with maximum accumulative points (**Technical Score + Financial Score**). **The decision of this Committee will be binding on all concerned and will in no case be challengeable in any forum.**

TECHNICAL EVALUATION CRITERIA

S.No	Criteria	Documentary Evidence	Max Marks
1	EXPERIENCE		
	a. Year of Experience (1 Mark for each year up to Max 10 years)	Registration certificate	10
	b. No of projects of similar Nature (Machinery) in Government Sector (5 Marks for each project max 6 projects) (Each Project Value Min 05.00 m)	Purchase Orders/Contracts/Completion Certificates	30
2	FINANCIAL CAPABILITIES		
	a. Available Bank Credit Line / Bank Balance Statement (Closing Bank Balance on 30th March 2026 (up to 10.0m=2 Marks,20.0m=4 Marks, 30.0m=6 Marks, 40.0m=8 marks, 50.0m=10 Marks)	Bank Statement and Maintenance certificate	10
	b. Income tax paid last financial year 2024-25(up to 1 m=2 Marks, 2.00 m = 4 Marks , 3.00m=6Marks, 4.00m= 8 Marks, 5.00m=10 Marks)	Audit Reports (Audit Report must have UDIN)	10
	c. Audit Reports Last Financial Year 2024-25 Working Capital (up to 10.00 m=2 Marks, 20.00 m = 4 Marks ,30.00=6 Marks, 40.00= 8 Marks,50.00=10 Marks)	Audit Reports (Audit Report must have UDIN)	10
3.	PERSONAL/HUMAN RESOURCE		
	a. Registered Electrical Engineers (3) (Two mark for each) and Technical trained staff DAE Electrical (4) (one mark for each)	The HR will be verified through the system generated payroll and contract	10
4.	OFFICE/WORKSHOP FACILITY		
	a. Availability of office/workshop/service Centers at Khyber Pakhtunkhwa	to be verified with Ownership / Rent Agreement	6
5.	CERTIFICATES		
	a. Manufacturer Authorization Letter (MAL) for Generators	MAL	10
	b. ISO Certificate 9001:2015	ISO Certificate	4
	TOTAL MARKS		100
	PASSING MARKS		60

**Project Director (CFC)
Citizens Facilitation Centers Khyber Pakhtunkhwa**

GENERAL TERMS & CONDITIONS

1. The tender is called hereby for Supply, Installation and commissioning of Generators mentioned in Annex-B at according to specification and conditions as prescribed in this contract: -
2. Generators to be provided according to the specification as per attached list (Annex-B), provided by CFC KP, ST & IT Department.
3. Rates should be properly offered with specification clearly marked.
4. Rate should be quoted in words and figures.
5. Joint Venture (JV) is not allowed.
6. Tender will be opened in the presence of supplier or their authorized representatives at CFC PMU, Roidar Shah Plaza, Nishterabad, Peshawar
7. The prices quoted shall remain valid for the year 2026-27.
8. CFC KP, ST & IT Department reserves the right to increase or decrease the quantities subject to provision of per unit cost.
9. The bidder must guarantee that the diesel generator offered is 100% original, brand-new, and unused. The equipment must be sourced directly from the Original Equipment Manufacturer (OEM) or through an officially authorized distributor.
 - a) The bidder shall provide the following documentation at the time of delivery:
 - i. OEM Authorization Certificate: A current and verifiable certificate or letter of authorization from the OEM, confirming that the bidder is authorized to supply and support the offered product.
 - ii. OEM Certificate of Origin: Official documentation from the manufacturer confirming the origin, model number, and serial number of the generator.
 - iii. Factory Acceptance Test (FAT) Report: Issued by the OEM, validating that the generator passed pre-dispatch quality assurance.
 - iv. Unique Serial Number Verification: The generator's serial number must be verifiable through the OEM's global or regional database.
 - v. Warranty Registration: OEM-backed warranty documentation confirming coverage and support

starting from the commissioning date.

- vi. Failure to submit any of the above documents or submission of falsified information may lead to immediate disqualification and/or termination of the contract at any stage, with appropriate legal consequences.
10. Any component of doubtful origin shall render the entire consignment liable for rejection.
 11. In case of any dispute the matter shall be referred to the Secretary Science & Technology and Information Technology Department within one week of its arising and the decision of Secretary Science & Technology and Information Technology Department shall be final and binding on all parties.
 12. The earnest money @ **2%** of the Tender/Offer in the shape of Call Deposit Receipt (CDR) from any scheduled bank in the name of Project Director (CFC-KP) Citizens Facilitation Centers Khyber Pakhtunkhwa, shall be accompanied with the proposal. The earnest money 2 % of successful bidder shall be refunded after submission of 10 % percent CDR/Performance security bond of the total value of supply order. No Tender/Offer will be entertained without earnest money.
 13. **Terms of Payment**
 - a) Payment will be made through crossed Cheque.
 - b) Payment will be made upon supply of mentioned Generator

14. Delivery Period

The Generators shall be provided within 60 days from the date of issuance of confirm order/letter of acceptance.

The Inspection/Technical Committee will ensure that the quantity and specification of the Generators is the same as contained in the Purchase order.

15. Payment

Bidder will be entitled to payment by CFC KP, ST & IT Department against bill duly supported by the following documents: -

- a) Bill in duplicate.
- b) Goods Receipt Certificate of the consignee.
- c) Certificate to the effect that the billed amount has not been claimed or received earlier.
- d) Inspection Certificate.
- e) Delivery Challan.

16. Sales Tax and Other Government Duties

All taxes, duties, sales tax and other Government charges are the responsibility of the supplier.

17. Failure and Termination

If the supplier fails to provide the mentioned Generators thereof within the specified delivery period, the purchase committee, CFC KP, shall be entitled at his option either: -

- a) To recover from you liquidated damages levied at the rate of 2% per month.
- b) To purchase from elsewhere without notice to you at your risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery;
- c) If during the course of execution of the contract your firm is black-list by ST & IT Department the Purchaser may proceed with all or any of the actions detailed below: -

- a) To allow the contract to run its course till completed in accordance with the terms and conditions of contract:
- b) To stop further suppliers with or without financial repercussions:
- c) To cancel the contract with or without reservation of rights.

18. Force Majeure

While terminating the contract for breach of contract or imposing liquidated damage, the purchaser shall give due consideration to the circumstances leading to the breach of contract or delay on which you had no hold, examples of which are: -

- a) Act of enemy or God:
- b) Lockout, strikes:
- c) Restrictions imposed by the Government in the matter;
- d) Injunction granted by a lawful court restraining you from executing the contract unless such injunction was due to any alleged irregularity committed by you.

19. Responsibility for Executing the Contract

The supplier shall be entirely responsible for the successful execution of the contract in all respects and in accordance with the terms and conditions as specified in the contract including the schedule.

12. Demurrage

Should any demurrage charge be incurred due to any of the reasons mentioned below the same shall be deducted from your bills or recovered from you as a separate item (the decision of the purchaser, regarding fixation of responsibility in this connection shall be binding on you); -

- a) Owing to delay in forwarding/delivery of relevant documents etc.
- b) Defective marking or packing of the items ordered;
- c) Due to reason not specified above but for which you are responsible.

13. Inspection and Rejection

- a) The vendor will be liable to the cost of the inspection visit by the inspection team as per prevailing rules @1% of quoted price.
- b) The Inspection/Purchase Committee may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion thereof as Committee may decide in his discretion, Committee is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order;
- c) The decision of the Inspection/Purchase Committee shall be binding on you;
- d) If the items are rejected as aforesaid than without prejudice to the

Right of the Purchaser, you may submit items in replacement of those rejected but resubmission will not mean extension of delivery period;

- e) On final rejection the Purchaser shall have, the following rights: -
 - i. To purchase the rejected goods at your cost and expense;
 - ii. To terminate the contract and recover from you the loss, the purchaser thereby incurs.

14. Packing of Items

Each package delivered under the contract shall be packed in the original company proper box at your expense clearly showing the serial numbers of the consignment there at. In case these instructions are not followed, the loss, if any, due to defective or incorrect packing/marking shall be to your account.

15. Laws Governing the Contract

The contract shall be governed by the Laws of Pakistan as amended from time to time.

**Project Director (CFC-KP)
Citizens Facilitation Centers
Khyber Pakhtunkhwa**

NOTICE OF INTENT TO SUBMIT PROPOSAL

DATE: _____

PLEASE PROVIDE THE FOLLOWING INFORMATION FOR THE PERSON WHO WILL BE THE COMPANY'S PRINCIPAL CONTACT FOR MATTERS REGARDING THE ABOVE RFP.
Company Name and Address
Signature of company representative
Printed name of company representative
Title
Date
Tel. No.
Fax No.
Email Address

Please submit the above data with technical Proposal:

**Project Director (CFC-KP)
Citizen Facilitation Centers
Khyber Pakhtunkhwa
Phone: 091-9225489**

Annex - B

COST WORKSHEET

Financial Proposals should be substantially in the form of the Cost Worksheet provided below.

Bidders must itemize the cost associated with providing the required deliverables and services in a tabular format similar to the following:

Sr no.	Name of item	Qty	Unit Cost including all taxes	Total Cost including all taxes
1.	<p>Generator for CFC (Bannu, DI khan, Kohat, Mardan & Abbotabad) Make: Cummins, Perkins, FG Wilson or Caterpillar</p> <ul style="list-style-type: none">• Rated Capacity: 50 kVA• Fuel Type: High-speed diesel (HSD)• Phase: 3-phase, 4-wire system• Frequency: 50 Hz• Voltage Output: 400/230 V AC• Speed: 1500 RPM• Cooling System: Water-cooled (radiator-based)• Alternator:<ul style="list-style-type: none">• Brushless, self-excited• Class H insulation• Voltage regulation: ±1%• Controller with remote monitoring capability:<ul style="list-style-type: none">• Digital AMF/ATS compatible controller• LCD/LED panel for voltage, frequency, hours, RPM, oil pressure, coolant temperature• Safety features: Overload, low oil pressure, high temperature shutdown, Over/Under frequency, Engine over/ under speed, Over/under voltage, Low oil Pressure, Battery failure, High coolant temperature,• Online remote monitoring capability along with lifetime time licensed portal and data log capability.• Fuel Tank Capacity: Minimum 100 Liters or Minimum 8–10 hours of operation at 75% load with fuel indication quage.• Soundproofing:<ul style="list-style-type: none">• Original Equipment Manufacturer Weatherproof and acoustic canopy• Noise level: ≤ 65 dBA @ 1 meter• Starting System: 24V electric start with maintenance-free batteries• Mounting: Skid-mounted or on vibration-damped anti-vibration mounts• Standards Compliance: ISO 8528, IEC 60034, or equivalent• Accessories Included:<ul style="list-style-type: none">• Battery charger• Exhaust system with silencer• Fuel lines• Control cables• Tool Box• Manuals• Installation: On-site delivery to respective centers, Foundation construction, 2 Pits Earthing with resistance less than 3 Ohms, 4 Core copper Power wiring, installation, Distribution wiring/Switch gears, commissioning, load testing and training of field staff.• After Sale services: Maintenance for 03 years including	08		

	<ul style="list-style-type: none"> Filters and oil change as per manufacturer guidelines. Warranty: Minimum 3 year or 3000 running hours (whichever comes first) 			
2.	<p>Generator for CFC Peshawar Make: Cummins, Perkins, FG Wilson or Caterpillar</p> <ul style="list-style-type: none"> Rated Capacity: 75 kVA Fuel Type: High-speed diesel (HSD) Phase: 3-phase, 4-wire system Frequency: 50 Hz Voltage Output: 400/230 V AC Speed: 1500 RPM Cooling System: Water-cooled (radiator-based) Alternator: <ul style="list-style-type: none"> Brushless, self-excited Class H insulation Voltage regulation: ±1% Controller with remote monitoring capability: <ul style="list-style-type: none"> Digital AMF/ATS compatible controller LCD/LED panel for voltage, frequency, hours, RPM, oil pressure, coolant temperature Safety features: Overload, low oil pressure, high temperature shutdown, Over/Under frequency, Engine over/ under speed, Over/under voltage, Battery failure, High coolant temperature, Online remote monitoring capability along with lifetime time licensed portal and data/ Event log capability Fuel Tank Capacity: Minimum 100 Liters or Minimum 8–10 hours of operation at 75% load with fuel indication gauge. Soundproofing: <ul style="list-style-type: none"> Original Equipment Manufacturer Weatherproof and acoustic canopy Noise level: ≤ 65 dBA @ 1 meter Starting System: 24V electric start with maintenance-free batteries Mounting: Skid-mounted or on vibration-damped anti-vibration mounts Standards Compliance: ISO 8528, IEC 60034, or equivalent Accessories Included: <ul style="list-style-type: none"> Battery charger Exhaust system with silencer Fuel lines Control cables Tool Box Manuals Installation: On-site delivery, Foundation construction, 2 Pits Earthing with resistance less 3 Ohms, 4 Core copper Power wiring, installation, Distribution wiring/Switch Gear, commissioning, load testing and training of field staff. After Sale services: 03 years Maintenance including Filters and oil change as per manufacturer guidelines. Warranty: Minimum 3 year or 3000 running hours (whichever comes first) 	01		
Grand TOTAL				

Note: The financial decision will be based upon the grand total.

Project Director (CFC-KP)
Citizens Facilitation Centers
Khyber Pakhtunkhwa

AFFIDAVIT FORM (Annex-C)

We, [**Name and Address of the Supplier**], do hereby declare on solemn affirmation that:

1. We have not ever been black listed from any Government Department / Agency since last 10 Years.
2. We have not been involved in litigation with any private or public sector during the last 10 years.
3. We acknowledge that we have read, understood and accepted the Tender Document.
4. We understand that the Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Contractor(s).
5. We understand that the Purchaser shall have the right, at his exclusive discretion, to accept / reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Contractor of the grounds for the Purchaser's action, and without thereby incurring any liability to the Contractor and the decision of the Purchaser shall be final.

Date this _____ day of 2026.

CONTRACTOR

Signature _____

Stamp _____

CNIC # _____

Name _____

Designation _____

Address _____

WITNESSES

Witness 1

Witness 2

Signature _____

Signature _____

CNIC # _____

CNIC # _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

Annex - D

PROPOSAL SIGNATURE PAGE

ISSUE DATE:
PROPOSALS SOLICITED FOR: Supply, Installation & Commissioning of Electricity Generators for CFC KP
PROPOSAL DUE DATE & TIME: 28-04-2026 02:00 PM
Tender Opening Date & Time : 28-04-2026 02:30 PM

PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE SHOWN ABOVE. LATE BIDS WILL NOT BE ACCEPTED.

SUBMIT PROPOSALS TO:

**Project Director (CFC),
Citizens Facilitation Centers, Khyber Pakhtunkhwa**

IF FURTHER INFORMATION IS REQUIRED, PLEASE CONTACT

Phone: +92 (91) 9225489

BIDDERS MUST SIGN WHERE INDICATED BELOW AND SUBMIT THIS SHEET AS THE COVER PAGE IN ORDER TO VALIDATE THEIR BID.

As a supplier of goods and services to the CFC-KP I/we certify that I/we fully read and understood the terms and conditions of this RFP and found no complication. We agree to provide the services according to the demand.

Company Name and Address

Signature of company representative

Printed name of company representative

Title

Date

Tel. No.

Fax No.

Email address

AGREEMENT FOR PURCHASE AND PROVISION OF IT EQUIPMENT, FURNITURE AND FIXTURES FOR THE FINANCIAL YEAR (2025-26)

This Agreement, together with APPENDICES A and B which constitute an integral part thereof (herein referred to as the Agreement), is entered between the _____ (Herein referred to as the "purchaser") of the first part; and _____ (herein referred to as "Supplier"), of the second part

The parties hereto agree as under:-

1. THE PROCUREMENT

The purchaser intends to procure _____, as per supply order attached for which services of the second party is required to be performed under this Agreement during the financial year 2025-26. The increase/decrease in the number of items will be made keeping in view of requirements/limits.

2. EFFECTIVE DATE OF COMMENCEMENT OF SUPPLY

The Supplier shall deliver the _____ at designated place as indicated by Purchaser for inspection..

3. TERMS & CONDITION OF TENDER (INSTRUCTIONS TO BIDDER)

The terms & condition of tender is Appendix-A.

4.1 OBLIGATION OF THE SUPPLIER

- i. The Supplier shall perform services in accordance with recognized international standards, applicable and regulations.
- ii. The Supplier shall carry out the supply with due diligence and efficiency and in conformity with sound professional practices.
- iii. The Supplier shall act at all times so as to protect the interests of the purchaser shall take all reasonable steps to keep all expenses to a minimum and consistent with sound economic and professional practices.
- iv. The Supplier shall furnish the purchaser such information relating to the supply as the purchaser may from time reasonably request.
- v. Except with the prior written approval to time of the purchaser , the Supplier shall not assign or transfer the Agreement or any part thereof nor engage any other independent Supplier or subcontractor to perform any part of the thereof.
- vi. The Supplier agrees that proprietary and confidential information received from the purchaser shall not be disclosed to a third party unless the Supplier receives a written permission from the purchaser to do so.
- vii. The Supplier shall pay business tax, income tax and sales tax that may be levied according to the laws and regulations of the Provincial Govt. or Federal Govt.
- viii. In the event of delay beyond the stipulated period, the Supplier shall pay liquidated damages equal to 0.5 % per day of the price of items not supplied.

4.2 OBLIGATIONS OF THE PURCHASER

- i. The purchaser shall provide to the Supplier:
- ii. All necessary data as listed in Appendix A & B that may be required by the Supplier for affecting the supply within the aforementioned time schedule.
- iii. The purchaser shall take all necessary measures to make timely payments to the Supplier. The payment will however be made after Inspection of the supply by the inspection committee.
- iv. The supplier shall submit Remaining 8% bank security/CDR in favour of purchaser.
- v. After completion of the whole supply, the Bank Security/CDR will be released to contractor concerned.

5. ADDITIONAL SERVICES

The purchaser may ask the Supplier for additional Supply during this Agreement. Such additional Supply shall be performed with the prior concurrence of both the parties. The Supplier shall submit an estimate of the additional supply and time (if any) which shall be approved in writing by the purchaser before the commencement of the additional supply.

6. END OF SERVICES

The Agreement shall terminate when, pursuant to the provisions hereof, the Supply completed and the payment made.

7. FORCE MAJEURE

The term "Force Majeure as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars ,blockades ,insurrection, riots , epidemics, landslides, earthquake ,storms , lighting, 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 or the laws or regulations of Pakistan 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 its 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.

8. RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules make there under as amended form time to time. The venue of arbitrations shall be in Pakistan.

9. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Govt: of Khyber Pakhtunkhwa.

10. CONTRACT AGREEMENT

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

11. 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:

12. This agreement is for the supply of _____ and as per approved sample selected in tender and rebated rates under _____

To The Purchaser: _____

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.

IN WITNESS WHEREOF, The Parties have executed this Agreement, in two (02) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

(PURCHASER)

(The SUPPLIER)

Signed by _____

Signed by _____

Designation

Designation _____

DATED _____ 2025