

**UNIVERSITY OF ENGINEERING AND TECHNOLOGY MARDAN**  
**KHYBER PAKHTUNKHWA**



**STANDARD BIDDING DOCUMENTS**  
**FOR**  
**SUPPLY OF 500 KVA GENERATOR FOR THE ACADEMIC BLOCK IN THE PROJECT**  
**TITLED “ESTABLISHMENT AND UPGRADING OF CORE ENGINEERING DEPARTMENTS**  
**AT UET MARDAN”**

**PROCUREMENT REF. NO. 11/HEC/2021**

<b>Last Date/Time for Submission:</b>	17 <sup>th</sup> September, 2021 at 10:00 AM
<b>Bid Opening Date/Time:</b>	17 <sup>th</sup> September, 2021 at 10:30 AM
<b>Venue:</b>	Conference room, UET Mardan
<b>Email:</b>	po@uetmardan.edu.pk
	<b>Price: 2500/-</b>

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### 1. Invitation for Bids

Date: \_\_\_\_\_  
Bid Reference No.: \_\_\_\_\_

1. The University of Engineering and Technology Mardan, KPK has received an allocation from the Public Fund in PKR/Foreign Currency towards the cost of the project titled “Establishment and Upgrading of Core Engineering Departments at UET Mardan”. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for supply and installation of 500 KVA Generator for the Academic Block in the project titled “Establishment and Upgrading of Core Engineering Departments at UET Mardan”.
2. The University of Engineering and Technology Mardan, KPK, invites sealed bids from eligible firms or company registered with relevant govt. authority. A foreign bidder is entitled to bid only in a joint venture with a Pakistani supplier/agent in accordance with the provisions of PEC bye-laws. Bidders may obtain further information from, inspect at and acquire the Bidding Documents from the Purchase Section, UET Mardan from 10.00 am to 04.00 pm.
3. A complete set of Bidding Documents may be purchased by an interested bidder on submission of a written application to the above office and upon payment of a non-refundable fee of Rs.2500.
4. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Khyber Pakhtunkhwa Public Procurement Act and its Rules made thereunder which also conform to the requirements of the World Bank Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan, Part One.
5. All bids must be accompanied by a Bid Security equal to 2% of the Bid amount and must be delivered to Purchase Section, UET Mardan from 10.00 am to 04.00 pm on or before September 17, 2021, 10:00 am. Bids will be opened at 10:30 am on the same day, in the presence of bidders’ representatives who choose to attend at the same address. The Bid security amount shall not be disclosed to any person.

## **2. Instructions to Bidders**

<b>3. General Terms</b>		
1	Introduction	<p>1.1 Bidders shall adhere to all the terms and conditions of the requirements of instructions to bidders (ITB), including any amendments made from time to time as KPPRA rules/regulation. This ITB will be governed under “Single Stage, two Envelope Procedure” of Khyber Pakhtunkhwa Public Procurement Rules, 2014, as amended from time to time and instructions of the Government of Khyber Pakhtunkhwa received during the completion of the project.</p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UET Mardan. The Institute is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p>1.3 UET Mardan reserves the right to cancel the procurement process at any stage without any liability of any kind for Institute, as per KPPRA rules.</p>
2	Fraud & Corruption	<p>2.1 UET Mardan strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of institute vendors and requires all bidders/ vendors observe the highest standard of ethics during the procurement process and contract implementation.</p>
3	Eligibility Criteria	<p>3.1 Bidder shall not be suspended, debarred, or otherwise identified as ineligible by any Government/ Semi-government/ or any other international Organization. Bidders are therefore required to disclose to UET Mardan whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder’s responsibility to ensure that its employees, sub-contractors, service providers, suppliers and/ or their employees meet the eligibility requirements as established by UET Mardan.</p>
4	General Terms	<p>4.1 The Bidder shall be registered with Sales Tax, Income Tax Department as well as with relevant tax Authorities.</p> <p>4.2 The Bidder shall have not been blacklisted by any Government/ semi Government organization.</p> <p>4.3 There shall be no litigation against the bidder/ firm.</p>
<b>4. Preparation of Technical Bid</b>		
5	Brief profile of Bidder firm/ Company	<p>5.1 Bidder shall provide company introduction, type of business, offices &amp; services in Pakistan, NTN &amp; GST registration number with copy of NTN &amp; GST certificates, professional staff (administrative &amp; technical), verifiable office addresses, Telephone &amp; Cell No., E-mail address for Contacts etc.</p>

6	Detail of Experience	6.1 Bidder shall provide list of contracts in-hand along with the name of organization, complete address, year of contract, contract value, date of contract award and shall provide contract completion certificate/Satisfactory Report for all those contract which they have already completed/performed.
7	Detail of Items & Specifications	7.1 Bidder shall provide detail of items, brands, country of origin with complete specification being offered, without mentioning prices, on company letter head (duly signed and stamped beneath by the bidder).
8	Reputation & Reliability of Brand, Manufacturer & Country of Origin of Products	8.1 The Bidder shall provide supported brochures of quoted items for better understanding of brand, make and specification, country of origin and reputation of brand & manufacturer in relevant business market.
9	Bidder's Corporate Status or Affiliation of Bidder with Products manufacturer	9.1 Bidder specify and mention clearly on bid whether the bidder firm is; a. Manufacturer b. Business partner of manufacturer c. Sole distributor of manufacturer d. Authorized distributor/agent/reseller/supplier e. Any other affiliation (Provide certificate/letter issued from manufacturer as supporting document to certify affiliation with manufacturer)
10	Technical Resources & Services Support	10.1 Mention in detail the in-house resources, facilities and technical support available from the bidder for installation, up-gradation, configuration, commissioning and after sales services of equipment.
11	Warranty/Guarantee Terms	11.1 The bidder shall offer 01-year warranty/guarantee standard warranty terms of manufacturer <b>(after sales &amp; service)</b>
12	Project Implementation (Maximum 12-16 weeks)	12.1 Delivery, installation, commissioning, testing & execution, operation and training should be completed within 12-16 weeks .
13	Cost of Preparation of Bid	13.1 The Bidder shall bear all costs related to the preparation and/ or submission of the Bid, regardless of whether its Bid is selected or not.
14	Documents Comprising the Bid	14.1 The Bid shall comprise of the following documents and related forms, details of which are provided in the Bid Data Sheet (BDS). All pages of the Bid shall be signed, stamped and properly paginated. a) Returnable Forms shall be properly filled in Ink or Typed. Forms filled in using a pencil shall not be considered and substantiate the annulment of the Bid Proposal. b) Documents establishing the eligibility and qualifications of the bidder;

		<p>c) Bid covering Technical Specifications in detail, and covering Price Schedule;</p> <p>d) Bid Security, as mentioned BDS;</p> <p>e) Any attachments and/ or appendices to the Bid.</p>
15	Technical Bid Format and Content	<p>5.1 The Bidder is required to submit a bid using the Standard Forms and templates provided in the ITB.</p> <p>5.2 When applicable and required, the bidder shall describe necessary training program available for the maintenance and operation of the equipment offered as well as cost to the Institute. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p> <p>5.3 When applicable and required, the bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p>
16	Price Schedule	<p>16.1 The Price Schedule shall be prepared using the Forms provided in the ITB and taking into consideration the requirements in the ITB.</p> <p>16.2 Any requirement described in this ITB but not priced in the Price Schedule, shall be assumed to have been included in the prices of other activities or items, as well as in the final total price.</p>
17	Bid Security	<p>17.1 A Bid Security shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for the duration of BDS.</p> <p>17.2 The Bid Security will be forfeited by institute, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ul style="list-style-type: none"> <li>i. to sign the Contract after institute has issued an award letter; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that institute may require as a condition precedent to the affectivity of the contract that may be awarded to the Bidder.</li> </ul> </li> <li>c) The Bidder shall submit an affidavit on stamp paper with the technical bid that "the requisite Bid Security of 2% of the total bid has been placed separately in the sealed envelope of financial bid". In Affidavit the amount of Bid Security shall not be disclosed by any mean. In case of failure of submission of an affidavit for bid security with the technical bid, or disclosing the bid amount indirectly, the bid shall be rejected by the Purchaser</li> </ul>
18	Bid Validity	<p>18.1 90 days from the date of opening of Financial bid.</p>

<b>5. Preparation of Financial Bid</b>		
20	Bid Prices	<p>20.1 The rate will be quoted inclusive of all admissible taxes and transportation charges upto UET Mardan. Delivery of Generator, installation, testing, commissioning, operational and training etc. (as and where applicable) will also be responsibility of the bidder/supplier. The bid must be made on company letter head either by foreign principal/ manufacturer of quoted items or the authorized agent/dealer/ bidder in Pakistan (duly signed and stamped beneath by the bidder firm/company or authorized person).</p> <p><b>(Price for equipment shall be quoted in local currency (PKR))</b></p>
21	Bid Validity	21.1 90 Days from the date of opening financial tenders.
22	Amount of Earnest Money	22.1 2% of total bid amount
23	Form of Earnest Money	23.1 CDR from the scheduled bank in favor of the Treasurer, UET Mardan, shall be attached by the bidder.
<b>6. Sealing, Submission and Opening of Bid</b>		
24	Bid Proposal Submission	<p>24.1 The bidder shall submit a duly signed and numbered all pages of the Complete bid in an envelope sealed and marked in accordance with KPPRA rule.</p> <p>24.2 The envelope should contain all the returnable forms along with technical specifications meeting or exceeding the requirements as stipulated in this ITB, and supporting documents in accordance with requirements in the BDS.</p> <p>24.3 The bid security as referred in BDS must be placed in the bid envelope. An affidavit on stamp paper be placed in the technical bid stating that “the requisite Bid Security of 2% of the total bid has been placed separately in the sealed envelope of financial bid”. 2% bid security in the shape of CDR be placed in the financial quotation.</p> <p>24.4 Bid can be delivered either personally, or by courier as specified in the BDS.</p> <p>24.5 The bid shall be signed by the bidder or person(s) duly authorized to Commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a power of attorney accompanying the bid. There should be no errors and/ or over-writings. Corrections (if any) should be made clearly and initialed with dates.</p> <p>24.6 Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts the general contract terms and conditions.</p> <p>24.7 Hard copy submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p>

		<p>a) The signed bid shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>b) The bid proposals must be sealed and submitted in an envelope, which shall:</p> <ul style="list-style-type: none"> <li>i. Bear the name of the Bidder;</li> <li>ii. Be addressed to UET Mardan as specified in the BDS; and</li> <li>iii. Bear a warning not to open before the time and date for bid opening as specified in the BDS.</li> <li>iv. Technical and financial bids be sealed in separate envelopes bearing names as “Technical Bid” and “Financial Bid”.</li> </ul> <p>If the envelope with the bid is not sealed and marked as required, the institute shall assume no responsibility for the misplacement, loss, or premature opening of the bid.</p>
25	Deadline for Submission of Bids and Late Bids	<p>25.1 Complete bids must be received by UET, Mardan in the manner, and no later than the date and time, specified in the BDS. The institute shall only recognize the actual date and time that the bid was received by UET, Mardan.</p> <p>25.2 UET, Mardan shall not consider any bid that is received after the deadline for the submission of bids.</p>
26	Withdrawal, Substitution, and Modification of Bids	<p>26.1 A Bidder may withdraw, substitute or modify its bid after it has been submitted at any time prior to the deadline for submission.</p> <p>26.2 A bidder may withdraw, substitute or modify its bid by sending a written notice to UET, Mardan, duly signed by an authorized representative, including a power of attorney. The corresponding substitution or modification of the bid, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of bids, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”.</p> <p>26.3 Bids requested to be withdrawn shall be returned unopened to the bidders, except if the bid is withdrawn after the bid has been opened.</p>
27	Bid Submission Venue	27.1 Bids shall be submitted at the venue as mentioned in the BDS.
28	Bid Opening Date and Venue	28.1 Bids shall be opened on the date and venue as mentioned in the BDS.
29	Bid Announcement	29.1 Public announcement of bids shall be made after being opened by authorized officials of UET, Mardan in presence of participating bidders or their deputed representative who like to be present at the designated date, time & venue.



## 7. Bids Evaluation Criteria

30	Confidentiality	<p>30.1 Information relating to the examination, evaluation, and comparison of bids, and the recommendation of contract award, shall not be disclosed to bidders, even after publication of the contract award.</p> <p>30.2 Any effort by a bidder to influence UET, Mardan in the examination, evaluation and comparison of the Bids or contract award decisions may, at institute's decision, result in the rejection of its Bid and may subsequently be subject to consequences.</p>																								
31	Preliminary Examination	<p>31.1 UET, Mardan shall examine the bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the bids are generally in order, among other indicators that may be used at this stage. The institute reserves the right to reject any bid at this stage. The documents shall be examined preliminary as per following check list: -</p> <table border="1"> <thead> <tr> <th>S.No</th><th>Description</th><th>Compliance (yes/No)</th></tr> </thead> <tbody> <tr> <td>01</td><td>Covering Letter/Application (on the letter head of the firm)</td><td></td></tr> <tr> <td>02</td><td>Receipt of tender fee attached</td><td></td></tr> <tr> <td>03</td><td>Profile of the Firm: Complete Introduction+ Type of Business + Offices &amp; Services in Pakistan, Professional Staff (Administrative &amp; Technical) + Verifiable Office addresses, Telephone &amp; Cell No., E-mail address for Contacts.</td><td></td></tr> <tr> <td>04</td><td>Proof of Active Taxpayer.</td><td></td></tr> <tr> <td>05</td><td>Sales Tax Registration</td><td></td></tr> <tr> <td>06</td><td>National/Income Tax Certificate</td><td></td></tr> <tr> <td>07</td><td>Professional Tax Certificate, if any</td><td></td></tr> </tbody> </table>	S.No	Description	Compliance (yes/No)	01	Covering Letter/Application (on the letter head of the firm)		02	Receipt of tender fee attached		03	Profile of the Firm: Complete Introduction+ Type of Business + Offices & Services in Pakistan, Professional Staff (Administrative & Technical) + Verifiable Office addresses, Telephone & Cell No., E-mail address for Contacts.		04	Proof of Active Taxpayer.		05	Sales Tax Registration		06	National/Income Tax Certificate		07	Professional Tax Certificate, if any	
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07	Professional Tax Certificate, if any																									

		08	Earnest Money @2% of the quoted bid value along with financial bid. (The bidder shall submit an affidavit on stamp paper with the technical bid that the “requisite bid security of 2% of the total bid value attached in the sealed envelope of financial bid” (Mandatory)	
		09	The documents dully signed and stamped(Mandatory)	
		10	Affidavits on Judicial stamp paper attested by Oath Commissioner that, the Service Providing Firm has never been blacklisted by private, Govt., Semi Govt. and Autonomous Body) (Mandatory)	
		11	To furnish Power of attorney for the authorized person	
		12	Integrity Fact on judicial stamp paper	
		13	Financial Proposal as per Annexure-III	
		14	Agreement (For successful bidder only) as per Annexure-IV	
		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.		

Technical Evaluation Criteria	S.No	Parameter	Mandatory Requirement	Scale of Evaluation
	1	Technical Compliance & Supporting Documents	Technical Compliance Provide Technical Compliance	30 Marks
	2	Country of Origin	Manufacture's country	15 Marks
	3	Experience	Reputed universities/organization experience where particular equipment's delivered (attach letter of performance/satisfactory Completion Report)	10 Marks
	4	Guarantee/Warranty	Guarantee/Warranty (Minimum 1 year or more)	05 Marks
	5	Financial Soundness	Details of Assets/Bank Account	05 Marks
	6	Provision of after sales services		05 Marks
<b>Total Marks:</b>				<b>70 Marks</b>
* Minimum 60 percent marks (42 out of 70) in technical for qualification				

33	Financial Bid Evaluation	33.1 After evaluation/marking of bidders in technical evaluation process, Financial bids of only technically qualified bidders will be opened and preliminary scrutinized for following necessary parameters.		
		S #	Parameter	Mandatory Requirement
		1	Bid Prices & Entries	The cost of item will be inclusive of all taxes and transportation charges up to UET, Mardan. duties/taxes of shipment, installation/testing/commissioning /operational training etc. (as and where applicable) will also be responsibility of the bidder/supplier. The bid must be made on company letter head either by foreign principal/manufacture of quoted items or the authorized agent/dealer/ bidder in Pakistan himself (duly signed and stamped beneath by the bidder firm/company or authorized person). <b>(Quoting prices in Local Currency (PKR) are mandatory. Otherwise quotations will be rejected).</b>
		2	Bid Validity	90 Days from the date of opening financial tenders.
		3	Amount of Earnest money	2% of total bid amount
		4	Form of Earnest Money	CDR from the scheduled bank in favor of the UET, Mardan, shall be attached by the bidder
		5	Registration of Firm	NTN & GST Registration Certificates shall be attached by the bidder.

After initial scrutiny of above factors of financial bids, comparative statement of prices will be prepared. The lowest bid will get highest marks which are 30 and subsequently higher bids will get proportionally less marks.

34	Due diligence	<p>30.1 UET, Mardan reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or with previous clients, or any other entity that may have done business with the bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that institute may deem appropriate, at any stage within the selection process, prior to declaring the bidder as qualified.</li> </ul>
35	Clarification of Bids	<p>35.1 To assist in the examination, evaluation and comparison of bids UET, Mardan may, at its discretion, request any bidder for a clarification of its bid.</p> <p>35.2 UET, Mardan request for clarification and the response shall be in writing and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by institute in the evaluation of the bids in accordance with the ITB.</p> <p>35.3 Any unsolicited clarification submitted by a bidder in respect to its bid, which is not a response to a request by UET, Mardan, may not be considered during the review and evaluation of the bids.</p>
36	Responsiveness of Bid	<p>36.1 UET, Mardan determination of a bid's responsiveness will be based on the contents of the bid itself. A substantially responsive bid is one that conforms to all the terms, conditions, specifications and other</p>

		<p>requirements of the ITB without material deviation, reservation, or omission.</p> <p>36.2 If a bid is not substantially responsive, it may be rejected by UET, Mardan, and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.</p>
37	Right to Accept, Reject, Any or All Bids	<p>37.1 UET, Mardan reserves the right to accept or reject any proposal in response to the ITB, to render any or all of the proposals as non-responsive, and to reject all proposals in response to the ITB at any time prior to award of contract, while assigning the reason(s) thereof.</p>
38	Nonconformities, Reparable Errors and Omissions	<p>38.1 Provided that a bid is substantially responsive, UET, Mardan may waive any nonconformities or omissions in the bid that, in the opinion of UET, Mardan, do not constitute a material deviation.</p> <p>38.2 UET, Mardan may request the bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price. Failure of the bidder to comply with the request may result in the rejection of its bid.</p> <p>38.3 For the Price Schedule that are submitted UET, Mardan shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UET, Mardan there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li> <li>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</li> </ul> <p>38.4 If the bidder does not accept the correction of errors made by UET, Mardan, its bid shall be rejected.</p>
39	Bidder Grievance	<p>1. UET, Mardan grievance readdress procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a bidder believes that it was not treated fairly, the bidder may lodge a complaint to the Bidder Grievance Readdress Committee, UET, Mardan.</p>

<b>8. Award of Final Contract</b>		
40	Evaluation	<p>40.1 UET, Mardan will conduct the evaluation solely on the basis of response to this tender received from the firms.</p> <p>40.2 Evaluation shall be undertaken in the following steps:</p> <p>a) Preliminary Examination including Technical Specifications and other compliances</p>
41	Integrity Pact	41.1 Bidders will also be required to submit a signed Integrity Pact on a stamp paper of appropriate value as part of their response. The text of Integrity Pact is available at Annexure-I.
42	Contract Signing	<p>42.1 After the approval of any Work Award, a Contract Agreement on the stamp paper of appropriate value, shall be executed by UET, Mardan, with selected bidder within 15 days from the date of issuance of Lol (Letter of Intent)/ Work Order.</p> <p>42.2 Failure to signing of Contract Agreement by the selected bidder firm with UET, Mardan within the stipulated time may constitute sufficient grounds for the annulment of the award, and forfeiture of the bid security, if any, and on which event, UET, Mardan may award the contract to the second highest rated bidder or call for new proposals.</p>
43	Right to Vary quantity at the Time of Award	43.1 At the time of award of Contract, UET, Mardan reserves the right to vary the quantity of goods without any change in the unit price or other terms and conditions.
44	Sample draft Contract	44.1 A sample draft contract to be signed, containing applicable general terms and conditions can be found at Annexure – II.
45	Performance Security	45.1 A performance security shall be provided in the amount specified in BDS, well prior to the contract signing by both parties. Where a performance security is required, the receipt of the performance security by UET, Mardan shall be a condition for rendering the contract effective. The amount of performance security, as a percentage of the Contract Price, shall be 10% of the total contract value which shall be retained by the Purchaser for the warranty period.
46	Bank Guarantee for Advanced Payment	46.1 No Payment will be released in advance.
47	Liquidated Damages	<p>47.1 UET, Mardan shall apply liquidated damages for the damages and/ or risks caused to UET, Mardan resulting from the contractor's delays or breach of its obligations as per contract.</p> <p>a) In case of delay, the Procurement Committee, UET, Mardan reserves the right to impose a penalty not exceeding 10% of the total amount of the contract Value at the rate as referred in the sample contract at Annexure – II.</p> <p>b) If the contractor fails to complete work as per UET, Mardan requirement, the Vice Chancellor on the recommendation of Procurement Committee, UET, Mardan reserves the right to reject</p>

		<p>contract, altogether or impose a penalty not exceeding 50% of the total amount of the contract.</p> <p>c) If the contractor fails to provide supplies/ services as per UET, Mardan requirements, UET, Mardan may forfeit his earnest money as well as Performance Security, and the work will be done at the risk and cost of contractor.</p> <p>d) In case of any dispute, matter will be referred to Vice Chancellor UET, Mardan, whose decision will be binding on both the parties.</p>
48	Force Majeure	<p>48.1 "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Purchase Order/ Work Order/ Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, Lockouts or other industrial issues are within the power of the party Invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Purchase Order/ Work Order/ Contract, the dispute will be referred to Vice Chancellor, UET, Mardan whose decision will be final.</p>
	Delivery of Goods	<p>49.1 Contractor will be required to deliver the goods as per the Delivery Schedule referred in BDS without claiming any additional cost to the UET, Mardan at the designated site(s) and in quantities as referred in the contract.</p>
50	Payment Provisions	<p>50.1 Payment will be made only upon UET, Mardan acceptance of the goods and/ or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice, and certification of acceptance of goods and/or services issued by the relevant authority, UET, Mardan. Payment will be affected by bank transfer in the currency of the contract.</p> <p>50.2 The contractor shall provide all necessary supporting documents along with GST invoice, delivery challan and any other relevant documents as required by UET, Mardan.</p>

### 3. Bid Data Sheet

The following data for the goods and/ or services to be procured shall complement, supplement, or amend the provisions in the Invitation to bid. In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexures or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Data	Specific Instructions / Requirements
1	Name of Procuring Agency	University of Engineering and Technology, Mardan, KPK
2	Loan or credit	N/A
3	Name of Project.	Establishment and Upgrading of Core Engineering Departments at UET Mardan
4	Name of Contract.	Supply of 500 KVA Generator for Academic Block in the project titled “establishment and upgrading of core engineering departments at UET, Mardan”
5	Procuring Agency’s address	University of Engineering and Technology, Mardan, Charsadda Road, Mardan
6	Language of the bid.	English
7	Submitting Bids for Parts or subparts of the Schedule of Requirements (partial bids)	The Purchase Committee shall consider the bids item-wise.
8	Bid Validity Period	90 days
9	Bid Security/ Earnest Money (Refundable)	Required in the amount of: 2% of the bid value of each item (separately) against which the bidder is participating. Acceptable Forms of Bid Security: Denominated in Pak Rupees duly issued by a Pakistani Bank or branch of a Foreign Bank, in the form of CDR in favor of the Treasurer, UET, Mardan. An affidavit, without disclosing the amount, stating that “The requisite Bid Security of 2% of the total bid has been placed separately in the sealed envelope of financial bid” on stamp paper shall be placed in the technical proposal. Whereas, 2% bid security in the shape of CDR shall be placed in the financial proposal.
10	Liquidated Damages	Will be imposed as percentage of contract price per day of delay: as referred in Draft Contract Sample in Annexure – II.
11	Performance Security	Within 20-days of issuance of Purchase Order and well prior to the signing of contract, as 10% of the contract value for the duration of Warranty period as referred.
12	Currency of Bid	In Pakistani Rupees (PKR)



13	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline.
14	Contact Details for submitting clarifications/ questions	Purchase Section, UET, Mardan
15	Manner of Disseminating Supplemental Information to the ITB and responses/ clarifications to queries	Purchase Section, UET, Mardan
16	Deadline for Submission	September 17, 2021 at 10:00 AM
17	Number of Set(s) of Bid	Bid Proposal(s) - One (01) Original - One (01) Copy Note: Bidders are required to prepare and submit the Proposal(s) against the individual item.
18	Allowable Manner of Submitting Bids	Courier/By hand delivery.
19	Bid Submission Address	Purchase Section, UET, Mardan:
20	Electronic submission (email) requirements	Not Allowed
21	Date, time and venue for opening of bid	Date and Time: 17 <sup>th</sup> September, 2021, at 10:00 am Venue: Conference Room, UET Mardan
22	Evaluation Method	Eligible and qualified bids of bids as per technical and financial evaluation criteria as stipulated in this ITB.
23	Evaluation Method for the Award of Contract	As per the technical and financial evaluation mentioned in ITB 33 & 34, respectively.
24	Expected date for commencement of Contract	As per Supply Order
25	Maximum expected duration of Contract	As per Supply Order
26	UET, Mardan will award the contract to:	Bidder on individual item base.
27	Type and Contract Terms and conditions that will apply	General Terms and Conditions for Contracts for Goods and/ or Services as per Sample at Annexure – II.
28	Delivery, Installation and Testing/Training	As per Supply Order

## 4. Evaluation Criteria

### Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/ No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Bid Security submitted as per ITB requirements with compliant validity period

### Minimum Eligibility Criteria

Eligibility will be evaluated on a Pass/ Fail basis as per ITB laid down criteria. If the Bid is submitted as a Joint Venture, there should be no more than two (02) companies in the Joint Venture and each company should meet the minimum criteria, unless otherwise specified.

<b>Eligibility</b>			
<b>S #</b>	<b>Subject</b>	<b>Criteria</b>	<b>Reference/Returnable Form(s)</b>
1.	Bidder's status	Participate as: <ul style="list-style-type: none"><li>▪ Individual company</li><li>▪ JV/Consortium</li></ul>	Form B: Joint Venture/ consortium/ association Information Form
2.	Legal Status	Bidder is a legally registered entity in Pakistan. Bidder is/ are also registered with FBR for Income Tax and Sales Tax	Form C: Bidder Information Form
3.	Location of Offices	Bidder (Lead Bidder) has either declared office(s) in Islamabad/ Rawalpindi/ Peshawar. Alternately, if the Contract is awarded, the Bidder may establish office in either of these cities (Optional).	Form C: Bidder Information Form
4.	Principal's Authorization	Bidder or at least one member of JV/ Consortium/ Association must be Authorized Partner/ Reseller/ Dealer for the supply and services of quoted goods/ services.	Form C: Bidder Information Form
5.	Company in Operation	Bidder (Lead Bidder) is in operation for at least Five (05) years.	Form C: Bidder Information Form
6.	Financial Strength	Average annual turnover over last 3 years no less than Rs. 10 million (For JV/ Consortium/ Association, all Parties cumulatively should meet requirement).	Form C: Bidder Information Form

7.	Relevant Experience	Minimum No. of Projects of similar nature, value, and complexity in last 3 years Two (02) projects (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form C: Bidder Information Form
8.	Eligibility	Bidder(s) is not suspended, nor debarred, nor otherwise identified as ineligible by any Government/ Semi-government/ Autonomous organization in Pakistan, in accordance with ITB clause. Non-Blacklisting certificate will be required.	Form A: Bid Submission Form
9.	Bankruptcy	Bidder(s) has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form

## 5. Bill of Quantity (BoQs)

TECHNICAL SPECIFICATIONS OF 500KVA DG UNIT		
1.	Composition of DG Unit	
The Diesel Generator Unit (DG Unit) shall consist of the following main parts;		
Diesel Generator (DG) Set		
Fuel Tank		
Exhaust System		
Weather protective & sound attenuating enclosure		
Automatic transfer switch (ATS) panel		
Control panel (May be integrated with ATS)		
2.	Atmospheric Conditions	
1.	Altitude	Up to 1000 meters above sea-level
	Maximum Outdoor Temperature	52°C
	Minimum Outdoor Temperature	-5°C
	Maximum relative humidity	70%
	Minimum relative humidity	30%
3.	500kVA Prime Rated DG Set	
1.	Country of Origin	USA, Western Europe or Japan
2.	Country of Manufacturer	USA, Western Europe or Japan
3.	Distributor	Authorized Distributor in Pakistan
4.	Duty	Prime
5.	Voltage	400V L-L or 230V L-N, 3-Phase, 4-wire
6.	Frequency	50Hz
7.	Cooling System	Set mounted cooling systems designed for 500C ambient temperature and 500C air on core temperature.
8.	Overload Capability	110% Loading for a period of 1 hour within a 12-hour period of operation
9.	Emissions Compliance	At-least EU Stage 2 exhaust emission regulations
10.	Parts	The generator must have all necessary parts and liquids ready to start, including Jacket Water Heater

11.	Neutral point	Solidly earthed
12.	Voltage regulation	±0.5 %
13.	Frequency regulation	±0.25%
	Specifications of Diesel Engine	
1.	Country of Origin	USA, Europe, UK or Japan
2.	Configuration	Inline 6 cylinder, direct injection, four-cycle diesel
3.	Aspiration	Turbocharger and charge air-cooled
4.	Over speed Limit	10%
5.	Governor Type	Electronic
6.	Performance Class	G3
7.	Load Acceptance	At-least 75% in one step
5.	Specifications of Alternator	
1.	Country of Origin	USA, Western Europe, UK or Japan
2.	Design	Brushless, single bearing, revolving field
3.	Stator	2/3 Pitch
4.	Rotor	Direct coupled by flexible disc
5.	Insulation Class	H
6.	Exciter Type	Self-Excited
7.	Telephone influence factor (TIF)	< 50%
8.	Telephone harmonic factor (THF)	< 2%
9.	IP Protection Class	IP23
6.	Specifications of Genset Mounted Controller	
1.	Country of Origin: USA, Europe, UK or Japan	
2.	Engine Mounted Control Panel	
3.	Digital LCD	
4.	True alternator overcurrent protection	
7.	Automatic transfer switch (ATS) pannel	
The ATS shall comply with IEC 60947 or equivalent international standard. The separately mounted generator control cubicle and ATS panel shall be of sheet steel vermin proof with lockable hinged front doors.		

The ATS equipment shall be of 3 attempt type and capable of sensing single phase and three phase failure of main supply or any variation in main supply voltage. The main supply and generator supply contactors or Solenoid/Motor operated change over switch shall be of fool proof design with mechanical and electrical interlock.	
A Four pole circuit breaker and auto transfer switch should be provided rated for full load of the current (+ 10% overload).	
8.	Fuel Tank
A minimum capacity of not less than 15-18 hours full running time built in fuel tank shall be provided. Design shall be capable of preventing accidental spilling of fuel and hand pump feeding on emergencies is possible.	
9.	Weather protective & sound attenuating enclosure
The generator set shall be provided with a sound attenuated housing which allows the generator set to operate at full rated load in the ambient conditions	
Housing configuration and materials used may be of any suitable design which meets application needs, except that acoustic materials used shall be oil and water resistant.	
The enclosure shall include hinged doors made of stainless steel for access to both sides of the engine and alternator, and the control equipment.	
The enclosure shall be provided with an exhaust silencer, which is mounted outside of the enclosure, and allows the generator set package to meet specified sound level requirements. Silencer and exhaust shall include a rain cap and rain shield.	
10.	Standard Control Functions of Control Panel
	<p>Digital Governing  Integrated digital electronic isochronous governor  Temperature dynamic governing  Digital Voltage Regulation  Integrated digital electronic voltage regulator  3-phase, 4-wire line-to-line sensing  Configurable torque matching</p> <p>AC protection  Protective relay  Over current and short circuit shutdown  Over current warning  Single and three phase fault regulation  Over and under voltage shutdown  Over and under frequency shutdown  Overload warning with alarm contact  Reverse power and reverse var shutdown  Field overload</p> <p>Engine protection</p>

	<p>Battery voltage monitoring, protection and testing</p> <p>Over speed shutdown</p> <p>Low oil pressure warning and shutdown</p> <p>High coolant temperature warning and shutdown</p> <p>Low coolant level warning or shutdown</p> <p>Low coolant temperature warning</p> <p>Fail to start (over crank) shutdown</p> <p>Fail to crank shutdown</p> <p>Cranking lockout</p> <p>Sensor failure indication</p> <p>Low fuel level warning or shutdown</p> <p>Fuel-in-rupture-basin warning or shutdown</p> <p>Full authority electronic engine protection</p> <p>Control functions</p> <p>Time delay start and cool down</p> <p>Real time clock for fault and event time stamping</p> <p>Exerciser clock and time of day start/stop</p> <p>Data logging</p> <p>Cycle cranking</p> <p>Load shed</p> <p>Configurable inputs and outputs (4)</p> <p>Remote emergency stop</p>
B	The Generator set must be installed in high Quality Sound Attenuated & Weather Protective Canopy with 85 dBA at 7 meters
C	Concrete Foundation Pad RCC Type with clearance of 01 ft from each side and 2 feet height (01 feet below ground level and 01 ft above ground level)
D	Separate Earthing / Grounding System for Neutral and Body with less than 03 ohms resistance
E	Automatic Transfer Switch with Manual Override, ACBs and other equipment manufactured in USA, Western Europe or Japan. The system must include all necessary metering, safeties and indication lights
F	240 mm sq 4 core or single core cables manufactured by Pakistan Cables, Fast Cables or equivalent. There will be 2 cables per phase and neutral. (Required for 50 meter distance)

Terms and Conditions (Compliance Necessary)	
	Bidder should provide latest authorization certificate of 2021 from OEM i.e. the manufacturer of Diesel Generator (DG) Unit.
	Manufacture Authorization Certificate or Partnership Deed with Manufacture
	DG Unit should have an overload capability of 10% (110% loading) for a period of 1 hour within a 12-hour period of operation.
	All parts of the DG unit must be assembled at the manufacturer facility at origin (USA, Western Europe or Japan)
	Comprehensive single source warranty from OEM for 12 months from the date of commissioning
	Complete genset is to be assembled in country of origin i.e USA, Western Europe or Japan
	Additional feature of true alternator overcurrent protection must be present in the genset mounted controller.
	Bidder shall ensure after sales support by ensuring to have OEM (Original Equipment Manufacturer) trained local engineers.
	The bidder should either be original equipment manufacturer or supply the equipment only from the original equipment manufacturer.
	Bidder will provide Certificate of incorporation, SECP certificate and latest certificate from PEC, NTN and STRN.
	The offered equipment shall be based on latest technology with confirmation of availability of spares for 10 years.
	All automatic protection arrangements against overheating, inadequacy of lubrication, high coolant, temperature, over speed etc. plus safety to personnel and equipment should be provided
	The DG unit is to conform to international standards.
	The bidder must have PEC relevant code for supply of DG Set.
	Past Experience Certificates from Clients in KPK for the same or higher rating of generator sets



## **6. Special Terms and Conditions**

### **Standard**

1. The goods supplied must be capable of functioning properly under the climatic conditions of the area.
2. There shall be no deviation from specification and country of make as provided with each item. In case of any ambiguity in specification/ accessories needed for the full functioning of the equipment, the firm must clear it with the Procurement Committee. However, the decision of the Procurement Committee will be final.
3. The goods with standard accessories supplied under this tender shall confirm to the standard maintenance in the technical specification.

### **Training**

1. The firm supplying the item/ equipment(s) will demonstrate the operation/ working of the supplied goods to the satisfaction of UET, Mardan and provide training. Suppliers are advised to provide details on formal training for covering all aspects.

### **Calibration of item/equipment**

2. The supplier will install the good(s) in the presence and to the satisfaction of the Procurement Committee, if need be. In case of any defect in the supplied good(s) or if it is not in accordance with the desired specification(s), the goods will be changed at the cost of the supplier.

### **Warranty/ Guarantee**

3. The Supplier will give comprehensive onsite warranty/ guarantee that the goods/ stores/ articles would continue to conform to the description and quality as specified for a period of at least One(01) year from the date of delivery, installation and commissioning of the said goods/ stores/ articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods/ stores/ article, if during the aforesaid period, the said goods/ stores/ articles, be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Procurement Committee in that context will be final and conclusive), the UET, Mardan will be entitled to reject the said goods/ stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/ articles/ stores will be at the supplier's risk and all the provisions relating to rejection of goods etc. shall apply.
4. The Supplier shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Procurement Committee, otherwise the supplier shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Procurement Committee in that behalf under this contract or otherwise.
5. The Supplier shall also replace equipment, in case it is found defective which cannot be put to operation due to manufacturing defect, etc. In case of equipment specified by the Procurement Committee, the supplier shall be responsible from carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The supplier shall

also be responsible to ensure adequate regular supply of spare parts needed for a specific type of equipment whether under their annual maintenance and repairs contract or otherwise. In case of change of model, supplier will give sufficient notice to the Procurement Committee who may like to purchase spare parts from them to maintain the equipment in perfect condition.

## 7. Returnable Bidding Forms/Checklist

This section serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted. Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS. Bid Proposal:

Have you duly completed all the Returnable Bidding Forms?	
Form F: Specifications Compliance Form	1.
Form G: Price Schedule Form	2.
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	3.

### Form F: Specifications Compliance Form

(To be submitted in an envelope duly sealed and marked as Technical Proposal)

Name of the Bidder:		Date:
ITB reference:		

The Bidder's Bid should be organized to follow this format of the Technical Bid Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same may be viewed as non-responsive.

Goods and services to be Supplied (based on the Technical Specifications provided in Section 5)		Comply (Yes/ No) (If No, indicate discrepa	Quoted Specifications	Type/Model no. & Country of Origin Required

### Form G: Price Schedule Form

(To be submitted in an envelope duly sealed and marked as Financial Proposal)

Name of the Bidder:		Date:
ITB reference:		

[The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided.]

We, the <<Name of Bidder>>, hereby submit our Financial Bid for the Supply of Items as below. We assure you of our full compliance to the required specifications, delivery schedule and other terms without any deviation and/ or reservations. We reiterate our acceptance to the terms and conditions of the of BDS. Our Financial proposal as below is submitted for your kind consideration;

Total Bid Value in Figures (including Extended Warranty Price): \_\_\_\_\_

Total Bid Value in words (including Extended Warranty Price): \_\_\_\_\_

Name & Designation of Authorized Person: \_\_\_\_\_

Signature: \_\_\_\_\_ (Please affix company stamp here)

**Note: Quoted price must be inclusive of all taxes and duties.**

ITEMS as per specification mentioned in the Section 5 (BOQ)		Quantity	Unit Cost	Price (PKR) Inclusive of taxes

## **Annexure – I: Integrity Pact**

The Bidders will be required to submit the below text on stamp paper after filling in the details and duly signed as well as stamped, as part of their Technical Proposal.

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE SUPPLIER OF GOODS, SERVICES & WORK IN CONTRACTS WORTH RS. 10.0 MILLION OR MORE

(To be filled by the bidder as a part of technical proposal)

Contract Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

\_\_\_\_\_ hereby declare that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business partner.

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

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

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

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

\_\_\_\_\_  
[Buyer] [Seller / Supplier]

## **Annexure – II: Draft Contract Sample**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 2021\_\_\_\_ between [name of Procuring Agency] of [country of Procuring agency] (hereinafter called “the Procuring agency”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  1. the Bid Form and the Price Schedule submitted by the Bidder;
  2. the Schedule of Requirements;
  3. the Technical Specifications;
  4. the General Conditions of Contract;
  5. the Special Conditions of Contract; and
  6. the Procuring agency’s Notification of Award.
7. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
8. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

Witnesses 1.

Witnesses2.