

CONTRACT AGREEMENT
KP-TEVTA VS M/S SUPPLIER'S NAME

This contract agreement is made on and agreed today on **DATE OF STAMP PAPER** between **Khyber Pakhtunkhwa Technical Education & Vocational Training Authority** (Hereinafter referred to as the Procuring Entity or the first party) and **SUPPLIER'S NAME** having its registered office at **COMPLETE STREET ADDRESS OF BUSINESS** through **OWNER OF FIRM** supplier / Owner With **CNIC No XXXXX-XXXXXXX-X** (Hereinafter referred as the Supplier or the second party) that: **WHEREAS** the Procuring Entity has made a bidding competition for selection of Supplier for the tender opened on 28-12-2022 ;

The Procuring Entity & Supplier are collectively called the "parties". However, procuring entity is desirous that certain supply as mentioned in the following Purchase orders should be executed by the Supplier and has accepted a purchase orders by the supplier for the execution and completion of the following supply and the remedying of any defects therein.

S. No	Name of the project as mentioned in the PO	Purchase Order Reference	PO Cost (Rs)	PG CDR (Rs)@10%
1		No.KP-TEVTA/Proc/P.O/4-64 XXXXXX dated: 03-03-2023	000000000/-	00000000/-

Totals				

The Procuring Entity Khyber Pakhtunkhwa TEVTA and **SUPPLIER'S NAME** agreed on the following terms & conditions;

1. The CONTRACT:

The following documents after incorporating addenda, if any, except those parts relating to instructions to bidder shall be deemed to form and be read in construed as integral part of this contract, viz:

- a) Bid Solicitation Document
- b) Purchase orders Issued

2. Interpretation: In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":

3. Term of the Contract: This contract shall remain valid for a maximum of 150 days from the date of signing by the PAO/Competent Authority.

4. The Supplier declares as under:

i. **SUPPLIER'S NAME** hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from the Government of Khyber Pakhtunkhwa or any administrative subdivision or Entity thereof or any other entity owned or Controlled by it (Government of Khyber Pakhtunkhwa) through any corrupt business practice.

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

iii. **SUPPLIER'S NAME** certifies that has made and shall make full disclosure of all agreements and arrangements with

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all persons in respect of or related to the transaction with Government of Khyber Pakhtunkhwa and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

- iv. **SUPPLIER'S NAME** accepts full responsibility and strict liability for making any false declaration, not making complete 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 Procuring Entity under any law, Contract or other instrument, be voidable at the option of Procuring Entity.
- v. Notwithstanding any rights and remedies exercised by Procuring Entity in this regard, **SUPPLIER'S NAME** agrees to indemnify Procuring Entity for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Procuring Entity in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **SUPPLIER'S NAME** as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Entity.
- vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled under the Grievance Redressal Code 2017 KPPRA (As amended from time to time).

5. Items to be Supplied & Agreed Unit Cost:

- (i) The "**SUPPLIER'S NAME**" shall provide to the procuring entity "**Khyber Pakhtunkhwa Technical Education & Vocational Training Authority**" the Package/items on the agreed cost more specifically described in the purchase orders acceptable to the **SUPPLIER'S NAME** and KP-TEVTA.
- (ii) Each Item supplied shall strictly conform to the Schedule of Requirements in the Purchase Order and to the Technical Specifications acceptable to the Technical Committee of the procuring entity.
- (iii) The Unit Cost agreed in purchase order is inclusive of all Taxation and costs associated with transportation and other agreed incidental costs and the supplier agrees to procedures of tax deduction procedures in the procuring entity.

6. **Payments:** KP-TEVTA hereby covenants to pay the **SUPPLIER'S NAME** in consideration of the provision of the Goods, as specified in the Purchase Orders in accordance with the Technical specifications submitted by the **SUPPLIER'S NAME**, the amount against the delivered items after favorable inspection report of the delivered items. Moreover, the supplier agrees to submit valid documents for billing process. No bill shall be processed if the Delivery is done after 150 days from the date of this contract.

7. **Training of Staff, Installation & Commissioning:** M/S **SUPPLIER'S NAME** hereby agrees to Train the relevant Staff on Installation, Commissioning, Operations, Testing & debugging of the equipment supplied. Training, installation and Commissioning Certificate will be mandatory for billing against the Purchase order.

8. **Mode of Payment & Schedule:** All payments to the Supplier shall be made through Crossed Cheques issued in the name of M/S **SUPPLIER'S NAME**. All payments to the Supplier shall be made after complete delivery of all items in the entire Purchase order. Bill shall be processed by KP-TEVTA purchase order wise upon satisfactory fulfillment of documentary and Codal formalities highlighted in the purchase order.

9. Performance Guarantee:

- i) The Supplier, within 15 days upon signing this Contract shall provide to the Khyber Pakhtunkhwa TEVTA a Performance Guarantee against the Purchase Orders in the project, mentioned in the table in the form of CDR. This CDR shall be released to the Supplier upon successful completion of the warranty period.
- ii) Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a 10% CDR (Performance Guarantee) in accordance with sub-clause (9-i) above.
- iii) Failure in submitting a CDR in para 9(i) within 15 days shall result into forfeiture of Bid Security in favor of the Government and Cancellation of Purchase Order.

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10. Penalties/Liquidated Damages

- i) The items must be supplied within 120 days after issuance of this purchase orders, in case;
 - a. The Performance Guarantee will be forfeited completely if none of the major component of the Purchase order is supplied within 120 days and this contract shall be declared terminated.
 - b. No penalty will be imposed on delivery of items within 120 days. Items delivered after 120 days till the term of contract will be penalized @ 0.07% per day or 0.5% per week of Purchase Order but not exceeding the Performance Guarantee.
 - c. Items supplied within time but rejected by Inspection Committee, will be replaced within 30 days of the inspection date without penalty and beyond 30 days with penalty@ 0.07% per day or 0.5% per week of Purchase Order but not exceeding the Performance Guarantee and in lined with Para 10.(i)a.
 - d. Wherein the Supplier fails to make deliveries as per this contract (and any other contract as result of negotiation between parties), the Contract to the extent of un-delivered portion of supplies shall stand cancelled, the amount of Performance Guarantee to the extent of un-delivered portion of supplies shall be forfeited, beside it, the Khyber Pakhtunkhwa TEVTA may have the right to debar/blacklist the supplier for 3 years from participation in any Tender in this Authority or damages may be claimed equivalent to the breached contract amount in favor of the Authority.
- ii) The Managing Director KP-TEVTA may grant extension in delivery schedule but not exceeding the term of contract in Clause 3, on the written request of the supplier provided that the request is not latent than 10 days' post schedule (i.e. 120 days) with valid reasons with evidences from the supplier. The approval of extension shall be on the discretion of the Managing Director.
11. **Dispute Resolution:** In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to GRO, GRC of KP-TEVTA as per **Khyber Pakhtunkhwa Public Procurement Grievance Redressal Code/Rules**
12. **Force Majeure:** In case of delay due to **Force Majeure**, the KP-TEVTA and **SUPPLIER'S NAME** shall be liable to implement Clause 27 of the BSD. However the Force Majeure shall only be applicable if the calamity is declared by the government (NDMA/PDMA).
13. **Correspondence & Authorized Persons:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to the Khyber Pakhtunkhwa TEVTA on the following address;

Managing Director, KP-TEVTA House No. 5-771, Old Bara Road University Town Peshawar through Director Procurement, KP-TEVTA, Phone: 091-5704266, dir-proc@kptevta.gov.pk

**(Authorized Persons of the Second Party with CNIC/Contact/Address
OWNER OF FIRM, Name with CNIC/Contact/Address)**

IN WITNESS Whereof; the Parties hereto have caused this Contract to be executed at KP-TEVTA Head Office, Peshawar and shall enter into force on the day, month and year first above- mentioned.

(DATE OF STAMP PAPER)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written above.

On Behalf of the 'SUPPLIER'S NAME' on Behalf of the 'Khyber Pakhtunkhwa TEVTA'

Name: **OWNER OF FIRM**
Contractor/Owner: CEO
CNIC:

Engr. Prof. Abdul Ghaffar Khan
Managing Director
Khyber Pakhtunkhwa TEVTA

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Witness from Supplier
Witness 1 of the 'Second Part'
Name:
Designation:
CNIC:

Witness 1 of the 'First Party'
Name: Engr. Hafeez Ur Rehman,
Deputy Director (Proc) KP-TEVTA

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