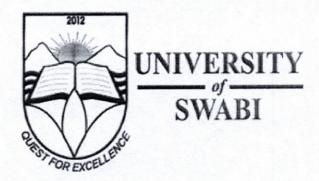
Supply of Laboratory Equipment to the Department of Microbiology under the NRPU Project No. 17625



BIDDING DOCUMENTS

INVITATION TO BID INSTRUCTION TO BIDDERS FORM OF BID **GENERAL TERMS AND CONDITIONS** GENERAL AND SPECIAL CONDITIONS OF CONTRACT BANK GUARANTEE FORM IN RESPECT OF BID SECURITY PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF PURCHASE ORDER / CONTRACT AGREEMENT PURCHASE ORDER / CONTRACT AGREEMENT

John Jan 7 1 10 | 2024

Department of Microbiology University of Swabi

for the 18/10/2024

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INVITATION FOR BIDS

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1. INSTRUCTION TO BIDDERS:

- 1.1 The bidder/ proponent must submit the Financial proposal in sealed envelope and as per specified procurement method "Single Stage One Envelope".
- 1.2 The proposals must contain a transmittal letter on the bidder's letterhead, duly signed and stamped by authorized representative (as per prescribed specimen).
- 1.3 The envelopes should have the name address and contact details of the addressors.
- 1.4 The financial proposal must contain tax registration certificates (Sales Tax & Income Tax).
- 1.5 Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- 1.6 The proposals should be in accordance with enclosed specifications and technical design.
- 1.7 Response time: all bidders shall submit proposals as per Tender Notice in Office of the Associate Professor Dr. Muhammad Farooq (Department of Microbiology) which will be opened half an hour after the deadline. No proposal in any case shall be accepted after the deadline.
- 1.8 The bidder shall submit an affidavit that it has never been blacklisted more specifically in the current month.
- 1.9 Submit statement of any history of litigation or ongoing.
- 1.10 The procuring entity may offer for re-biding in case the proposal does not satisfy its professional requirements.
- 1.11 Contract will be signed with the successful bidders and its terms and conditions will govern the execution of the contract.
- 1.12 Arbitration as per law will be made as per KPPRA Rules, in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).
- 1.13 All the bidding documents should be signed and stamped, any incomplete documents should not be considered.
- 1.14 The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.

Jaid January

Date: _____

2	DID	FODM	AND	DDICE	SCHEDULES	1
L.	BII)	HUKW	AND	PRICE	SCHEDULES	,

To: [name and address	of Procuring Agency]	
Gentlemen and/or Ladie	es:	
receipt of which is here deliver [description of g for the sum of [total b	eby duly acknowledged, we goods and services] in conforted amount in words and for	ig Addenda Nos. [insert numbers], the e, the undersigned, offer to supply and ormity with the said bidding documents figures] or such other sums as may be ces attached herewith and made part of
	id is accepted, to deliver the e Schedule of Requirements	e goods in accordance with the delivery
If our Bid is accepted, v percent of the Co prescribed by the Procur	ntract Price for the due pe	of a bank in a sum equivalent to rformance of the Contract, in the form
opening under relevant	his Bid for a period of [nur Clause of the Instructions epted at any time before the	mber] days from the date fixed for Bid to Bidders, and it shall remain binding expiration of that period.
acceptance thereof and between us.	your notification of awar	d, this Bid, together with your written rd, shall constitute a binding Contract
Commissions or gratuit and to contract executio	ies, if any, paid or to be pa n if we are awarded the con	aid by us to agents relating to this Bid, tract, are listed below:
Name and address of agent	Amount and Currency	Purpose of Commission or Gratuity
(if none, state "none") We understand that you	are not bound to accept the	lowest or any bid you may receive.
Dated this	day of	20
[signature]	Shandan 211012	[in the capacity of]
Bidder's Signature & Of	fcial Seal	Employer Signature & Official Seal:

GENERAL TERMS AND CONDITIONS

1.1 Description/Specifications & Bill of Quantities (BOQ)/Price Bid.

Following are the **Description/Specifications** regarding request for Financial Proposals for "Supply of Laboratory Equipment to University of Swabi". Matrix to be filled by the bidder as per the instructions laid down here:

S.No	Item Description	Specification	Qty	Unit rate	GST+Income tax+ any other applicable Tax	Total
			1	2	3	1×(2+3)
1	Compound Microscope Binocular	 Olympus Compound Microscope Model: CX23LED Binocular. Country of Origin: China Manufacturer: Binocular tube FN 20, Tube Inclination 30 degree, 360 Rotatable Interpupillary Distance Adjusting Range 48-75m, Eye Point Adjustment: 370.0-432.9 mm 				
2	Incubator Memmert Precision	- Incubator Memmert Precision Adaptive Multifunctional Digital PID-Microprocessor controller with High-Definition TFT-color Display Temperature range 10°C above ambient up to +80°C Resolution of display for set point values 0.1°C Double doors.				
3	Laminar Flow Cabinet Horizental	 Laminar Flow Cabinet Horizontal Uniformity: SUS304 Working Area: Adjustable fan unit & one-button velocity selection. Specification: Exterior Dimensions 1220*650*920 (W*D*H (mm) work zone Dimensions 1120*490*575 (W*D*H). 				
4	Freezer	 Dawlance 91996 GD Inverter IOT, SKU: F01000000090 Categories: Inverter Series Ref, IOT Refrigerators, Mirror Glass Door, Refrigerator, Smart Appliances 				

Bidder's Signature & Official Seal

Employer Signature & Official Seal:

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1.2 General Terms and Conditions:

Following are the General Terms and Conditions:

- a) The above details shall be submitted in a sealed envelope
- b) The Supplier(s) must be registered with the FBR i-e. (Sales Tax and Income Tax).
- c) Arithmetical errors will be rectified as below:
 - i. If there is any discrepancy between the unit price and the total price, that is to be obtained by multiplying the unit price with the Nos. of quantity, the unit price shall prevail, and the total price shall be corrected.
 - ii. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is any discrepancy between words and figures, the amount in words will prevail.
- d) Any tempering/overwriting in tender documents will not be acceptable.
- e) The quotation must carry the authorized signatures of the representative of the suppler.
- f) Warranty of Goods shall be provided along with "quote" "the warranty period shall be Three Sixty-Five (365) Calendar Days"
- g) The quote (s) must remain valid for One Twenty (45) Calendar Days
- h) All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- i) The request for quotation is non-transferable.
- j) Quotations must be submitted on or before the given time and date to the officerdesignate for the purpose. No late quotation for any reason whatsoever will be considered.
- k) The quote(s) must be accompanied with a bid security valuing 2% of the total quoted price.
- Each supplier can only submit one offer/quote, optional bidding is not allowed in any case.
- m) The University may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.

Jan Jam Stolson

Thanking you.

Yours truly For and On behalf of University of Swabi

Bidder's Signature & Offcial Seal

1. GENERAL AND SPECIAL CONDITIONS OF CONTRACT

1.1 Language

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

1.2 Bid Security Deposit (Where Applicable)

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

1.3 Place and Time of Delivery

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

(i) Delivery Schedule

S#	Item/Deliverable	Date of Delivery	Place of Delivery	Inspection/ Verification	Acceptance
1	Department of	Within 30 Calendar Days of issuance of	1110111	Calendar Days of delivery of	Within 15 Calendar Days of verification of items

1.4 Variations / Repeat Orders

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

1.5 Inspection of Goods on Delivery (whole applicable)

The goods shall be inspected by the Inspecting Committee of the Procuring entity in respect of desired specification at the agreed location/warehouse of the Procuring entity, as goods are provided/ supplied at their final destination.

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

Bidder's Signature & Official Seal

Employer Signature & Official Seal:

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

1.6 Packaging

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

Each pack or container should clearly indicate the following information:

- 1. Purchase Order Number and date.
- Name of Product/Deliverable.
 Quantity

4. Gross and net weights

5. Name of Manufacturers/service providers

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

Laboratory equipment should be delivered at the stores of procuring entity in original packing of the manufacturer.

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

Performance Bank Guarantee (Optional) a.

Successful bidders shall furnish a Performance Bank Guarantee of 10% (where applicable) of value of Purchase Order/Tender price/Contract on the proforma prescribed provided that the guarantee is issued by any of the approved Banks within 10 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned after successful delivery of the goods.

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

b. Forfeiture of Performance Bank Guarantee

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

c. Payment Clause

Payment shall be made on production of the following documents:

The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, Material Receiving Report No.____, and Agceptance Note No. , with date, price/rate of each item.

Jehan Sillolsony Bidder's Signature & Offcial Seal

- Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- iii. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- iv. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice where applicable).
- v. Certificate in original issued by any one of the Independent Inception (where applicable).
- vi. Bank Account Number and Branch.
- vii. Recovery of all applicable taxes at source should be made as per rules.
- viii. Certificate from procuring entity stating Goods as per standard / professional requirement (format given below)

DETAIL OF STANDARDS (if applicable)

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

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

(Assessment /Evaluation Officers) Name and Designation

Obligations and options in case of non fulfilment of Contractual Obligations by the Supplier.

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

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

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

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

Bidder's Signature & Offcial Seal

Em Plopery Employer Signature & Official Seal:

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relating to the Services as the Client may from time to time reasonably request.

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

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

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

- 1 Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.5% (per week/ or seven calendar days) of the total value of the goods not supplied/delivered as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.
- 2 Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;
- 3 Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.
- 4 In case of non-supply of goods, forfeiture of the performance guarantee from the supplier will be made.

e. Disputes and Controversies/Dispute Resolution

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

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

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

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

Bidder's Signature & Official Seal

Employer Signature & Official Seal:

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f. Indemnity

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

Sub-Letting Contract g.

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

h. Bribes Commission etc.

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

Termination End of Services i.

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed, payment has been made and security withheld is released after expire of the warranty period i-e (365) days.

j. **Termination by the Client**

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

Bidder's Signature & Official Seal

k. Termination by the Supplier

The supplier may suspend the Agreement by a written notice of thirty (30) days only if the supplier does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after Thirty (30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances. the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

l. Force Majeure

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

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

Applicable Laws m.

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

Contract Amendment n.

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

Notices 0.

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

To: The Client

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

Bidder's Signature & Offcial Seal

p. Qualification Criteria

The following mandatory documents must be attached with the Financial Bid.

- i. The bidder shall provide valid and active Tax Registration Certificate with the Federal Board of Revenue (FBR) in respect of NTN along with (STRN).
- ii. The bidder shall have similar experience of minimum three supply orders in respect of the supply of laboratory equipment in last 3 years.
- iii. The bidder shall provide on a stamp paper, an affidavit duly signed by the notary public, for the current month of submission of bidding documents stating that the proponent has never been blacklisted nor involve in litigation with any government/semi-government organization (procuring entity) under the administrative control of the federal/provincial government.
- iv. Certificate on the affidavit to the effect that equipment is in 100% compliance with the specifications.
- v. Certificate on the affidavit to the effect that the equipment has been imported through legal channel (Imported Equipment only).

Bidder's Signature & Official Seal

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

	Procuring Officer Procuring entity and its address
1	M/S through their agent (hereinafter called the supplier) are submitting their offer against your tender vide No for due or and have requested us to issue a bank guarantee for in your favor as bid security to ensure their compliance with conditions of the tender.
2.	The Guarantor waiving all objections and defenses and under the aforesaid contract, hereby unconditionally, irrevocably and independently guarantees to pay to procuring entity without delay upon procuring entity's first written demand any amount claimed by procuring entity up to the sum named herein, on procuring entity written declaration that the bidder has refused or failed to fulfill any of the terms of the tender / bid or committed any breach of the tender / bid.
3.	Notices in writing of any such breach, of which the Buyer shall be the sole Judge, as aforesaid, on the part of the bidder shall be given by the Buyer to the Guarantor and on each first demand, payment shall be made by the Guarantor of all sums then due under this guarantee unconditionally and without any reference to the bidder or any other person and without any objection.
4.	This
	guarantee is valid up to five months from date of opening issuing supply order/work order. In case the tenderers/bidders are awarded a contract for supply of goods as per tender enquiry / letter / RFP quoted above, the guarantee will remain valid up to the date of furnishing of an acceptable performance bond on Procuring entity's format.
5.	Claim if any must reaches us in writing on or before the expiry date after which we will no longer be liable to make payment to you
6.	Our liability hereunder is limited to NAME OF THE BANK

Bidder's Signature & Offcial Seal

AUTHORISED OFFICER OF THE BANK

WITH ADDRESS

Employer Signature & Official Seal:

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

WHEREAS < name of procuring entity > having its registered office at, by an agreement made between (hereinafter called the supplier/service provider) has awarded the

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

contract (hereinafter called the contract) vide agreement / letter / P.O. No. dated for the supply of goods / works / services specified in the said Purchase Order / contract agreement. AND WHEREAS in accordance with the provisions of clauseof the Contract/Purchase Order the supplier is required to furnish a bank guarantee for the due performance and observance of all the terms provisions and stipulations of the Contract/Purchase Order by the service provider and the service provider has requested Bank Limited to issue the said guarantee for an amount of (Rs. _____) equivalent to <specify %> of the total value shown in the purchase order. In consideration of the premises we _____ Bank Limited hereby guarantee irrevocably and unconditionally forthwith to pay to the procuring entity without reference to the service provider on the first demand of the procuring entity in writing stating that the service provider has committed a default under the Contract/Purchase order without any further statement of the particulars of such default and notwithstanding any contestation by the supplier an amount not exceeding Rupees Bank Limited hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the procuring entity under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of procuring entity shall in any way release this Bank from any liability under this guarantee. The validity of this guarantee shall expire after days on of the completion of delivery of supplies to the procuring entity by the supplier in conformity with the provisions of the Contract/Purchase Order. After its expiry the procuring entity shall return this guarantee to the Supplier for cancellation by this bank.

NAME OF BANK WITH ADDRESS AUTHORISED OFFICER OF THE BANK

Bidder's Signature & Official Seal

PURCHASE ORDER / CONTRACT AGREEMENT

The purchase order is the simplest form of contract for procurement between the procuring entity and the supplier. It is used to form a contract by accepting the successful bidder's quotation, where no contract award notice or detailed contract document is required. The purchase order defines the goods to be supplied, the price to be paid for the goods, works or services and the delivery period required.

- 2. The purchase order shall carry the following information:
 - The name of the supplier;
 - The date of issue of the Purchase Order;
 - The delivery address;
 - The name of the procuring entity purchasing the items;
 - The Requisition Number;
 - The Purchase Order Number;
 - The quantity of each item required;
 - Any part or pattern number for each item;
 - A brief description of each item;
 - The unit cost or rate for each item; and
 - The delivery period and whether the delivery is to be made in lots.
 - Penalty in case of late or non-delivery of lab equipment.
- 3. For detailed contract agreement, use the General Conditions of Contract, provided herein. Insert, special conditions, if the procuring entity deems it suitable.

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