

**KHYBER PAKHTUNKHWA CENTRE OF EXCELLENCE ON  
COUNTERING VIOLE NT EXTREMISM, PESHAWAR  
STANDARD BIDDING DOCUMENT**



**Procurement of Food & Catering Services**

**FY 2023-2024**

**Under**

**Khyber Pakhtunkhwa Public Procurement Authority Rules**

## **A. TENDER NOTICE**

1. Khyber Pakhtunkhwa Centre of excellence on Countering Violent Extremism (CVE), invites sealed bids for framework contract from eligible Firms/ contractors for procuring of Food and Catering Services for Khyber Pakhtunkhwa Centre of Excellence on Countering Violent Extremism different activities for the financial year 2023-24 under KPPRA Procurement Rules 2014
2. Bidding shall be conducted through **Single Stage–Single Envelop** Bidding Procedure as per KPPRA Rules-2014. The bidders are bound to provide their complete information along with its postal as well as valid email address and phone number/s on envelope.
3. Bidding documents, detailed description can be obtained from the office of the undersigned during office hours against the non-refundable cash payment of Pak Rupees One thousand (Rs. 1000/-PKR). The Bidding Documents can also be downloaded from the following website of CVE. <https://kpcve.gov.pk> and/or KPPRA website [www.kppra.gov.pk](http://www.kppra.gov.pk).
4. The bids shall reach to the Office of the undersigned through registered Dak or Courier Services on or before **26<sup>th</sup> January, 2024 at 11.00AM**. The bids shall be opened on the same day by the Procurement committee in the presence of Representatives of the bidders who chose to attend at **11:30 AM** in the office of Director Administration. Bid submitted after due date & time shall not be entertained.
5. The bid must be accompanied with Bid Security @ 2% of the bid value as per KPPRA Rules in the name of the undersigned.
6. Bids/Rates shall be quoted in Pak Rupees inclusive of all taxes where applicable.
7. Services shall be acquired on need basis throughout the year and purchase order shall be issued for specific event on a case-by-case basis.
8. Bidders are required to offer the rate of their items inclusive of all the taxes, as negotiations on quoted rates are not allowed under the rules. The bid must be valid for the period of one year from date of opening of the bid.
9. Bids received late shall not be entertained.
10. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

**Director Administration**  
**Khyber Pakhtunkhwa Centre of excellence on**  
**Countering Violent Extremism (CVE)**  
**Rano Garhi, Peshawar**  
**Phone # 091-9214441**

## **B. DATA SHEET**

1	Bid Inviting Entity and Address	Khyber Pakhtunkhwa Centre of Excellence on Countering Violent Extremism, Higher Education Complex, Rano Garhi Peshawar  Tel: 091-9214441/48
2	a. Name of the Procurement  b. Place of Execution	Procurement for Food & Catering Services  Khyber Pakhtunkhwa Centre of Excellence on Countering Violent Extremism
3	Due Date, Time & Place for submitted of Tender Documents	Tender Documents should be submitted on or before at <b>11:00 AM, on January 26, 2024</b> in the office of the DIRECTOR ADMINISTRATION, KPCVE, Higher Education Complex, Rano Garhi Peshawar
4	Due Date, Time & Place for Tender Opening	Tender will be opened at <b>11:30 AM on</b> January 26, 2024 in the Office of the DIRECTOR ADMINISTRATION, KPCVE, Higher Education Complex, Rano Garhi Peshawar.
5	Contact Person	Manager Accounts, KPCVE, Higher Education Complex, Rano Garhi Peshawar.  Tel: 091-9214448/ 091-921444



**C. Khyber Pakhtunkhwa Centre of Excellence on Countering Violent Extremism**

**Check List**

Name of the Firm, Address(Telephone, Fax & E-mail)	
Year of Establishment	
National/Income Tax No.	
Registered With Khyber Pakhtunkhwa Revenue Authority	
Banker's Name & Contact Details	
Earnest Money of 2% of total bid amount as Bank Pay Order/Draft is attached	Yes_____ No._____
Relevant experience and past performance (At least 5 years)	
Affidavit (that the food and catering services has not been blacklisted by private, Govt., Semi Govt. and Autonomous Body) nor has rescinded any work/assignment	
Coverage Areas	
Contact Person  Name & Designation_____	_____ Authorized Signature & Stamp

**Note: This checklist duly filled and signed by authorized person, shall be submitted with the covering letter.**

## **D. INTRODUCTION:**

Khyber Pakhtunkhwa Centre of excellence on Countering Violent Extremism (CVE) is the department of Government of Khyber Pakhtunkhwa, Centre of excellence on Countering Violent Extremism (CVE)— within the framework of its operation in Pakistan, would like to request your best bid/proposals for the procurement of Services of Food and Catering as per general terms and conditions mentioned in the bidding document.

## **E. GENERAL INSTRUCTIONS TO THE BIDDERS**

### **1. General Instructions**

- 1) The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method (**Single stage-Single Envelop**).
- 2) The envelopes should be on the name address and contact details of the addresses and the addressors.
- 3) Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
- 4) 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/KPCVE, Peshawar will be blacklisted and debarred.
- 5) The proposals should be in accordance with enclosed specifications.
- 6) The bidder shall submit an affidavit that it has never been blacklisted.
- 7) Submit statement of any history of litigation or ongoing.
- 8) 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.
- 9) The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- 10) Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- 11) Vendor/firm/service provider has to provide all the services within the stipulated times as per contract with KPCVE Peshawar from issuance of work order otherwise penalty clause of KPPRA Rules pertaining to delay & quality of goods/services will be invoked.
- 12) Payment would be made upon the completion of each assignment up to the satisfaction of the procuring entity.
- 13) All due taxes would be deducted from payments, as per applicable Govt. rules.
- 14) The request for quotation is non-transferable.
- 15) Quotations must be submitted on or before the given time and date to the officer-designate for the purpose. No late quotation for any reason whatsoever, will be considered.
- 16) Each firm/vendor hotel/catering service provider can only submit one offer /quote.
- 17) The quotation must carry the authorized signatures of the representative of the supplier.

- 18) Successful contractor/firm/service provider shall receive an officer letter from KPCVE and sign a formal agreement with KPCVE, Peshawar for the procurement under consideration. Terms of the agreement will dictate the future of dealings between the client & the firm/vendor hotel and service provider.
- 19) Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and services provider/vendor/bidder).
- 20) Successful services provider/vendor/bidder has to coordinate with KPCVE, Peshawar for the successful implementation of the project and has to obey & implement all the instructions from KPCVE, Peshawar.

## **2. Qualification of the Vendor**

The following vendors are eligible to apply for the tender:

1. Only registered Food and Catering Services can participate in the tender
2. The Food and Catering Services registered with tax authorities.
3. The Food and Catering Services that has never been black listed by any Government agency or authority.
4. The Food and Catering Services should have a documented track of completing at least three (3) similar assignments.

## **3. Documents Required**

The vender eligible to apply are required to submit the following documents with their bidding proposal:

1. Valid registration documents with relevant tax authority.
2. Proof of legal Status of the Firm/ vender/service provider.
3. Partner's MOU in case applying in joint venture.
4. Professional Tax Certificate.
5. Affidavit, on judicial stamp paper & duly attested by the Oath Commissioner, to the effect that the:
  - a) Firm/Vender has neither been blacklisted by any agency nor is involved in any subversive activities.
  - b) Firm/Vender is/was not involved in any litigation/arbitration and that no work as rescinded in the past.
6. Full Address and contact numbers of the office(s).

**F. AFFADAVIT/CERTIFICATE**

(To be filled and signed by the bidder on Stamped Paper of Rs. 100/-)

We undertake that our Firm M/S \_\_\_\_\_ is never black listed by any Government Department/Agency/Private Organization in any part of Khyber Pakhtunkhwa/Pakistan and that currently our firm/company is not in litigation with any other authority or organization in this capacity.

We hereby confirm to have read carefully complete descriptions of the items and all terms & conditions in the bidding documents. We agree to abide by all these terms, conditions, stipulations, obligations and instructions in the bidding/tender document.

In case of any dispute, decision of the Procurement Committee of KPCVE, Peshawar, would be final and I/we undertake to accept any or all decisions of the committee with respect to acceptance and rejection of our bid, in part or in whole, and that such a decision shall not be appealable in any court of law at any time and at any stage.

I/we solemnly affirm and declare that contents of this undertaking are true to the best of my information, knowledge and belief.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Company Seal: \_\_\_\_\_

Dated: \_\_\_\_\_



## **G. METHOD OF PROCUREMENT:**

Bidding will be conducted through “**Open Competitive Bidding**” process, specified in Rules of the Khyber Pakhtunkhwa Public Procurement Goods, Works and Services Rules. Bidding is open to all eligible bidders as defined in the KPPRA Procurement Rules 2014 that meet the minimum qualification criteria and required documents. It will be a “Single Stage - Single Envelop” procedure.

### **a. Response time:**

The sealed bids duly marked as “Bid/Proposal for Procurement of Food and Catering Services required for different activities for KPCVE.” must reach the office of Director Administration, Khyber Pakhtunkhwa Centre of Excellence on Countering Violent Extremism, Higher Education Complex, Rano Garhi Peshawar

### **b. Opening of bids:**

Bids received shall be opened on **January 26, 2024 at 11:30 a.m.** in the Office of Director Administration, Khyber Pakhtunkhwa Centre of Excellence on Countering Violent Extremism

All bids shall be opened publicly in the presence of the interested bidders or their authorized representatives.

### **c. Bid Price**

Bid prices quoted should be inclusive of all taxes.

The prices quoted shall be binding on the tenderer for a period three months.

### **d. Evaluation of bids:**

All bids should comply with the eligibility criteria and other terms and conditions mentioned herein above.

### **e. Rejection of bids:**

All bids submitted after the time prescribed shall be rejected and returned. Failure in submission of the above required documents will result the rejection of bid/proposal.

Any bid received without earnest money, shall be rejected.

KPCVE reserves the right to reject all bids or proposals at any time prior to the acceptance of a bid or proposal.

#### **f. Award of Tender:**

Tender would be awarded on the basis of lowest quoted rate & fulfillment of other terms & conditions mentioned in the tender document.

#### **g. Earnest Money /Pay Order**

Earnest money of 2% of the total bid amount must be submitted with the bid/proposal in form of Call Deposit Receipt (CDR) / Pay order in favor of Chief Coordinator Officer, Khyber Pakhtunkhwa Centre of Excellence on Countering Violent Extremism

#### **H. VARIATIONS / REPEAT ORDERS**

The Procuring entity may during the execution of the Contract, by notice in writing may direct the Services provider/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 Khyber Pakhtunkhwa Public Procurement Rules 2014.

#### **I. 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 KPPRA.

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.

#### **J. INDEMNITY**

The Services provider/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 Services provider/supplier of the same and the Services provider/supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

#### **K. SUB-LETTING CONTRACT**

The Services provider/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 to cancel the Contract and to purchase the goods/services elsewhere on the Services provider/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.

#### **L. 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 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.

#### **M. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER**

The Services provider/supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The Services provider/supplier shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project/contract (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the Services provider/supplier. The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The Services provider/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 relating to the Services as the client may from time to time reasonably request.

Except with the prior written approval of the client, the Services provider/supplier shall not assign or transfer the Agreement for services delivery/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 Services provider/supplier agrees that no proprietary and confidential information received by the Services provider/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 Services provider/supplier fails to deliver the services within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement: -

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

Purchase from any other source, at the risk and cost of the Services provider/supplier, the services not delivered or other Services of equivalent specifications, without canceling the Purchase Order/contract agreement;

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 Services provider/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 Services provider/supplier against this or any other Purchase Order/Contract.

#### **N. PERFORMANCE BANK GUARANTEE**

Successful bidders may be asked to furnish a Performance Bank Guarantee of 10% 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 20 days of issuance of the letter of acceptance if KPCVE, Peshawar deems it necessary according to the demands of the situation. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance. If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

#### **O. FORFEITURE OF PERFORMANCE BANK GUARANTEE**

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

#### **P. PAYMENT CLAUSE**

Payment shall be made on production of the following documents and subject to the availability of funds with Khyber Pakhtunkhwa Centre of Excellence on Countering Violent Extremism: -

1. The Supplier/Vendor submits manually signed invoice in triplicate certifying that services rendered is in accordance with the contract. The invoice must show the details of services rendered and endorsement of the same from the concerned section.
2. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act (where applicable).
3. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice) (Where applicable).
4. National Tax Number.
5. Sales Tax Registration Number.

6. Bank Account Number and Branch.
7. Recovery of all applicable taxes at source should be made as per rules.

## **Q. TERMINATION END OF SERVICES**

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

### **a. 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.

### **b. 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.

## **R. 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.

## **S. APPLICABLE LAWS**

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2014 and other governing laws of the Government of Khyber Pakhtunkhwa.

## **T. CONTRACT AMENDMENT**

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

## **U. NOTICES**

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

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.

**Director Administration**

## **Enclosed**

- **Bid Form (Annex A &B)**
- **Centre of excellence on Countering Violent Extremism (CVE) General Terms and Conditions ( Annex C)**
- **Detail of Items and Services- D**
- **Contract Form- E**
- **Performance Bond- F**

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

Date: \_\_\_\_\_

Procurement Ref. No: \_\_\_\_\_

To:

**Director Administration**

Khyber Pakhtunkhwa Centre of excellence on Countering Violent Extremism (CVE)

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the services within the stipulated time

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

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

We certify/confirm that we comply with the eligibility requirements as per bidding documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

*[signature]*

\_\_\_\_\_

*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_

**BID FORM**

To be submit in bid

I / We \_\_\_\_\_  
hereby submit my / our offer for below supplies, as per Annex 'D' of the tender document:

**PRICE BREAKDOWN SCHEDULE**

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

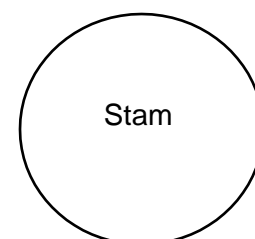
If the above-mentioned quoted price of Quoted items is accepted, I/We hereby agree to abide and fulfill all the terms and conditions of the bid documents failing which the Bid Money Deposit can be forfeited by Khyber Pakhtunkhwa Centre of excellence on Countering Violent Extremism (CVE).

Name of Dealer: \_\_\_\_\_

Signature & Stamp: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_





**General Term & Conditions**

1. Acknowledgment: A duplicate of the Terms & Conditions is attached and marked "Copy for acknowledgment and acceptance of conditions of contract". Please detach, sign and date this copy and return by registered mail within 2 day to the Centre of excellence on Countering Violent Extremism (CVE), Peshawar - Pakistan.
2. Acceptance: No purchase order shall become effective and no contract shall exist until the CVE has received from the Supplier their written acceptance of the conditions which govern the PO or contract. This can be accomplished by return of the signed and stamped Acknowledgment Copy.
3. Tax Exemption: The Supplier's price shall reflect any tax exemption to which the CVE is entitled by reason of any immunity which it enjoys. If it is subsequently determined that any taxes which have been included in the price are not required to be paid, the CVE shall deduct the amount from the contract price or, if it has paid any such taxes, it shall be refunded.
4. Discount: Time in connection with any discounts offered will be computed from the date of receipt by the CVE of full documentation as specified by the Purchase Order, contract or Annex thereto.
5. Warranty: The Supplier warrants the services furnished under this Purchase Order / Contract to be fit for their intended use, free from defects in workmanship or materials, and indemnifies the CVE against any claims resulting there from. This warranty is without prejudice to any further guarantees that the Supplier provides to the Purchaser; such guarantees shall apply to the subject services of this Purchase Order / Contract.
6. Inspection: The duly accredited representatives of the CVE shall have the right to inspect the goods or services called for under this Purchase Order / Contract at the Supplier's stores, during manufacture, in the ports or at places of shipment. The CVE may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives.
7. Default: In case of default by the Supplier, including but not limited to failure or refusal to make deliveries within the time limit specified, the CVE may procure the goods or services from other sources and hold the Supplier responsible for any excess costs occasioned

thereby. Furthermore, the CVE may by written notice terminate the right of the Supplier to proceed with the deliveries, or such parts thereof as to which there has been default.

8. Assignment: The Supplier shall not assign, transfer, pledge or make other disposition of this Purchase Order / Contract or any part thereof or of any of the Supplier's rights, claims or obligations under this Purchase Order / Contract except with the prior written consent of the CVE.

9. Bankruptcy: Should the Supplier file any petition for bankruptcy or should the Supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, the CVE may under the terms of this Purchase Order / Contract, terminate the same forthwith by giving the Supplier written notice of such termination.

10. Advertising: Unless authorized in advance in writing by the CVE, the Supplier shall not advertise or otherwise make public the fact that he is a Supplier to the CVE and / or any sister organization of CVE, or use the name, emblem or official seal of the CVE and any abbreviation of the name of the CVE for advertising purposes or any other purposes.

11. Officials Not to Benefit: The contractor represents and warrants that no official of the CVE has been, or shall be, admitted by the contractor to any direct or indirect benefit of the CVE or any waiver thereof shall not prejudice the implementation of any other relevant provisions of this Purchase Order / Contract concerning obligations subscribed by the Supplier, such as warranty or specifications.

12. 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.

13. Amendments: No changes or modifications to this Purchase Order / Contract shall be valid unless mutually agreed between both parties and confirmed by an official amendment.

14. Notice: Service of any notice shall be deemed to be good if sent by registered mail, courier service, fax or cable to the addresses of both parties, set out in the heading of this Purchase Order / Contract.

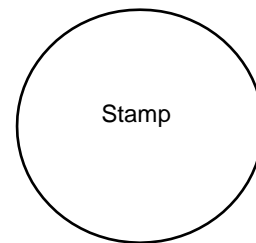
15. Jurisdiction: This Contract is considered to be concluded in Peshawar - Pakistan.

16. Price and Quote: Price shall be quoted for all the items with entire quantity/services demanded.

17. CVE Rights: CVE have right to increase or decrease the entire quantity at the time of order. CVE have right to cancel the tender process whole or in part without assigning any reason at any stage.

18. Applicability of Rules: If any clause in the bidding document is found unclear or ambiguous KPPRA rules, KPPRA Act & KPPRA Standard bidding documents will be applicable.

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



**DETAIL OF ITEMS & SERVICES**

1.	Conference Hall Booking as per event Specification
2.	Travel arrangement and Ticketing for International and Local / out-of-station participants
3.	Logistics & Transportation of all incoming guests, with an identified Meet & Greet Officer
4.	Rooms Booking as per event specification and number of guests specified by KPCVE team
5.	Customized Welcome basket, Welcome Note, and Conference itinerary for incoming guests to be arranged in the hotel/airport pickup/first point of meeting
6.	Designing, fabrication and installation of Stage Wooden Platform
7.	Designing, fabrication and installation of Structural Backdrop
8.	Designing, fabrication and installation of Media Wall
9.	Designing, fabrication and installation of thematic areas branding at the event
10.	Designing, fabrication and installation of branded rostrum on stage
11.	Executive Lounges set up
12.	Name Plates for speakers
13.	01 Sound System, with 1 rostrum mic, 6 collar mic, 6 table mics, 5 wireless mics etc.2 halls
14.	02 Multimedia Projectors with Screens Full HD Latest Support
15.	Catering – Tea Lunch/Dinner arrangements with a menu, vetted by KPCVE team for approximately 350 persons
16.	Photography for the complete event and provision of photographs on USBs At least 3 Photographers, using High Resolution DSLR Cameras
17.	Videography for complete event, including live streaming, recording of individual speakers & presenters, reviews & feedback from participants, provision of raw footage and edited versions on USBs At least 3 Videographers, using High Resolution Cameras
18.	Any other services

Note:

- Exact No. of persons shall be confirmed on activity based.
- The prices quoted shall be activity based and per head .

CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 2024 between The Centre of Excellence on Countering Violent Extremism (hereinafter called “the Purchaser”) of the one part and [*name of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., procurement of Food and Catering Services and has accepted a bid by the Supplier for the supply of services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

**PERFORMANCE BOND (FORM)**

To

The Director Administration  
Khyber Pakhtunkhwa Centre of Excellence on Countering Violent Extremism.

WHEREAS **(Name of Supplier)** (hereinafter called “The Supplier”) has undertaken, in pursuance of Agreement dated \_\_\_\_\_ to complete the services and Quoted items.

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

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under agreement without cavil or argument, any sum or sums within the limits of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the (Day) day of (Month), (Year).

Signature and Seal of the Guarantor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Address

\_\_\_\_\_  
\_\_\_\_\_