****

**ANNEX-E**

**Bid Terms and Conditions**

**PURCHASING TERMS AND CONDITIONS**

The word "Buyer" means Khwendo Kor (KK), and "Supplier" means the company listed on the order. “Contract" could be either the purchase order or the supply/service agreement, whichever is being used.

**GENERAL TERMS AND CONDITIONS**

1. **Buyer and Supplier Definitions:** Defines "Buyer" as Khwendo Kor (KK) and "Supplier" as the entity named on the order.
2. **Price:** Prices on the order are firm for the specified period/quantity unless stated otherwise.
3. **Source of Instructions:** Supplier must only follow instructions from Khwendo Kor, not external sources.
4. **Assignment:** Supplier cannot transfer the contract without Khwendo Kor (KK) written consent.
5. **Corruption:** Supplier must not offer bribes to Khwendo Kor (KK) employees.
6. **Confidentiality:** Data received under the contract belongs to Khwendo Kor (KK) and must be kept confidential.
7. **Use of Emblem or Name:** Supplier cannot publicize its association with Khwendo Kor (KK) without written consent.
8. **Force Majeure:** In case of uncontrollable events, Supplier must inform Khwendo Kor (KK), who may take necessary action.
9. **Cancellation of Contract:**
10. Khwendo Kor (KK) reserve the rights to cancel the contract due to suspension of its activities or lack of fund from donor side, in such case the Supplier shall be reimbursed by Khwendo Kor (KK) for all reasonable costs incurred by the Supplier, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.
11. Khwendo Kor (KK) reserve the right to cancel the contract with the selected supplier due to the reason that supplier fails to deliver the stationery items as per the terms agreed upon in the contract, such as providing incorrect quantities, or delivering items that do not meet quality standards, unauthorized subcontracting, discovery of unethical practices, legal violations, or fraudulent activities by the supplier in such case no payment will be made to the supplier for the items supplied if any and items will be returned to the supplier by forfeiting their security.
12. **Inspection and Test:** Both parties can inspect items for compliance, Supplier must ensure the quality of items before dispatching and the Buyer **(Khwendo Kor)** will inspect the quality according to the set specification, if found any defect in supply of items, the supplier must have to rectify the defect.
13. **Changes:** Khwendo Kor (KK) reserves the right to make reasonable changes at any time to the specification, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of items the Supplier and Buyer may negotiate an equitable adjustment to the contract, provided that the Supplier claims for adjustments in writing to the Buyer within 15 days from being notified of any change.
14. **Payment Terms:** ***Payment will be made to the supplier within 15 working days upon the submission of correct invoice; No Advance payment will be made.***
15. **Ethics:** Supplier must adhere to a Code of Conduct covering labour and Environmental Standard:
16. **Labour Standard:**
    1. Employment is freely chosen.
    2. Working conditions are safe and hygienic.
    3. No exploitation of children
    4. Wages paid are adequate
    5. Working hours are not excessive.
    6. No harsh or inhumane treatment of staff is tolerated.
    7. Local labour laws are complied with.
    8. Social rights are respected
17. **Environmental standards:**

Suppliers must have to follow all the laws about how their business affects the environment, Suppliers should think about,

I. Waste Handling

ii. Packaging material

iii. Protecting nature

iv. Use of energy.

1. **Rights of Khwendo Kor:** If the supplier fail to perform under the terms and conditions of the contract to make delivery of all or part of the kits by the agreed delivery date(s), the Khwendo Kor (KK) may, after giving reasonable notice to the Supplier, exercise one or more of the following rights:
   1. Procurement committee reserves the right to change the quantities or cancel/reject any or all offers without assigning any reason.
   2. Procure all or part of the items from an alternate source, in which event the Khwendo Kor may hold the Supplier liable for additional costs incurred.
   3. Refuse to accept all or part of the items.
   4. Impose a penalty of 0.5% per day for the whole amount of the contract / purchase order.
   5. Terminate the contract.

**Regards:**

**Admin & HR Manager**

**Khwendo Kor-Peshawar**

**Signature & Stamp of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**