



CONTRACT AGREEMENT

THIS AGREEMENT is made and agreed today on 20th June, 2023 (Tuesday) between **KHYBER PAKHTUNKHWA CULTURE AND TOURISM AUTHORITY** (hereinafter referred to as the *Procuring Entity* or the *first party* and **M/s Asian Traders Company** (hereinafter referred to as the *Bidder* or the *second party*) that:

WHEREAS the Procuring Entity has made an open competitive bidding for contracting for Purchase of Furniture for Tourism Police **Package A** (Charpoy).

The submitted financial proposal of the Total worth **Rs:1339000/-** has been selected under the contract agreement as per specifications and rates mentioned below.

S.No.	Item	Specification/ Description	Qty	Unit Price	Total Amount
Package A					
1	Charpoy	Material: Steel Gauge: 18 Dia of pipe: 2inch Rubber shoes to fit the lets Steel cap included on top of each leg Weight 24 kg or above SIZE: Length: 6 feet 6 inches Width: 3 feet Height: 1 feet 9 inches Best quality of plastic cover boots Warranty: 01 Year	100	13390	1339000

1. During the period of the contract, **M/s Asian Traders Company** will be bound to deliver the items of the approved quality from time to time at the approved rates within specified date, time and place of delivery at receipt of work Order. In case of failure, Khyber Pakhtunkhwa, Culture and Tourism Authority reserve the right to impose the penalty @0.0 1 % per day of the contract value and may terminate the contract on late delivery and or on providing poor services.
2. **M/s Asian Traders Company** will **NOT** claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.
3. The Unit Cost agreed in the Price Schedule as quoted by bidder in the financial bid, is inclusive of installation, testing, commissioning, all applicable taxes and costs associated with transportation and other agreed incidental costs.

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4. The warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination as mentioned in the supply order.
5. The successful Bidder shall furnish to the Procuring entity the performance guarantee, 10 percent of the quoted amount at the time of signing of contract and after the delivery and acceptance of the Goods, the performance security will be reduced to two (2) percent of the contract price to cover the supplier's warranty obligations.
6. Bill for payment in triplicate along with all other relevant and required documents shall Be submitted by the Bidder to the Procuring Entity immediately after complete supply. The Bidder shall be bound to pay all sorts of government taxes, duties and stamp duties, imposed earlier or during the financial year by the Government of Pakistan or by the Provincial Government of Khyber Pakhtunkhwa on any supplied / purchased item.
7. The payment will be made by Khyber Pakhtunkhwa, Culture and Tourism Authority within two months of the completion of the supply/inspection, however in case of non-availability of budget the institution will make payment after releasing of budget from the competent authority.
8. In case of the situation related to Force Majeure, the Bidder shall inform the Procuring Entity in writing about the situation immediately without delay along with solid proof through the fastest, lawful and available means of communication, but not through the electronic mail, and request the Procuring Entity for the grant of extension in the supply period. The extension shall be the option of procuring entity.
9. The Khyber Pakhtunkhwa, Culture and Tourism Authority as the case may be, and the M/s Asian Traders Company shall make every effort to resolve amicably by direct negotiation, any disagreement or dispute arising between them under or in connection with the contract/supplies. However, despite such negotiation if the Khyber Pakhtunkhwa, Culture and Tourism Authority and M/s Asian Traders Company have been unable to resolve amicably a contract dispute, either party may refer the case to Secretary to The Government of Khyber Pakhtunkhwa Department of Culture, Tourism, Archaeology & Museums for decision and shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).
10. The Procuring Entity may at any time terminate the Contract by giving written notice of one month time to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Bidder, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
11. In case M/s Asian Traders Company repudiates the contract or fails to furnish performance and as the case may be the Procuring Entity shall proceed for debarment or blacklisting of the bidder and call deposit/ bank Guarantee of the firm will be forfeited.
12. Delivery time of the supply as per above mentioned specification, Quantities & Rates is within 45 Days of signing of the contract.
13. Other terms and conditions in the bid Solicitation documents shall be part of this agreement and applicable

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PROCURING ENTITY

NAME: HAYAT ALI SHAH
 General Manager (P & M)
 Khyber Pakhtunkhwa, Culture &
 Tourism Authority
 CNIC : 17301-3651026-9
 Address: Olympic Plaza, Peshawar
 Sports Complex, Stadium Road,
 Peshawar Cantt.
 Contact: +92-91-9211091

SUPPLIER

NAME: Abdul Majid
 CEO
 M/s Asian Traders Company
 CNIC:17301-4590833-5
 Address:57-Small industrial Estate
 Kohat Road peshawar
 Contact: + 03005939376

Asian Trading Co
 Peshawar

WITNESS 1

NAME : Muhammad saqib
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 Contact: +92-91-9211091

WITNESS 2

NAME: Wajeeh Razzaq
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 Address: House 10 Momin
 Town Dalazak road peshawra