

CONTRACT AGREEMENT

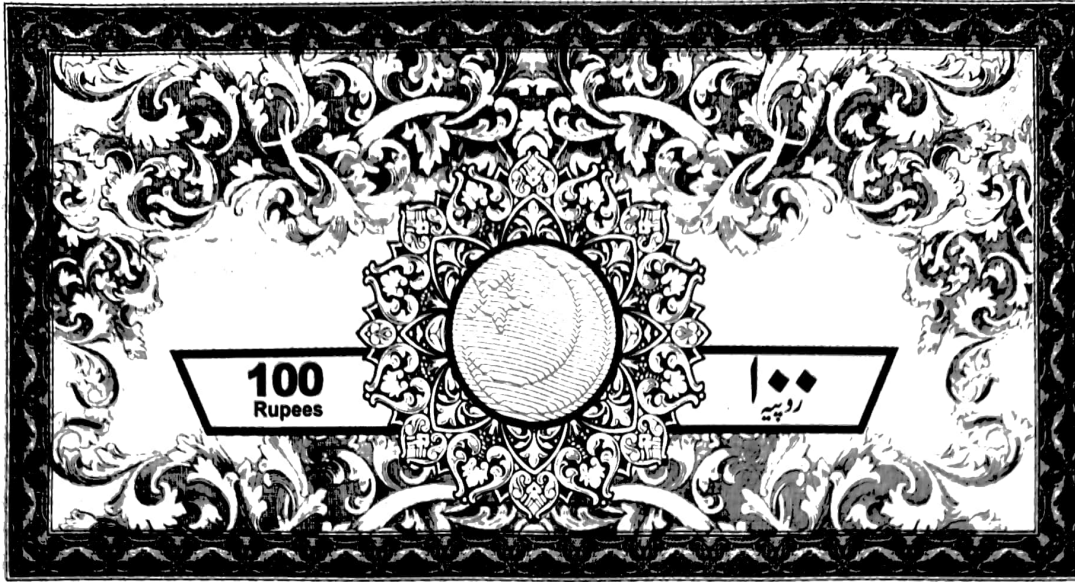
THIS AGREEMENT is made and agreed today on 16th June 2023 (Thursday) between **KHYBER PAKHTUNKHWA CULTURE AND TOURISM AUTHORITY** (hereinafter referred to as the *Procuring Entity* or the *first party*) and **M/s combine engineering,** (hereinafter referred to as the *Bidder* or the *second party*) that:

WHEREAS the Procuring Entity has made an open competitive bidding for contracting for Purchase of Furniture for Tourism Police **Package B** (Mattress, Blankets, Pillows & Bed sheets)

The submitted financial proposal of the Total worth **Rs: 1,996,778.30/-** has been selected under the contract agreement as per specifications and rates mentioned below.

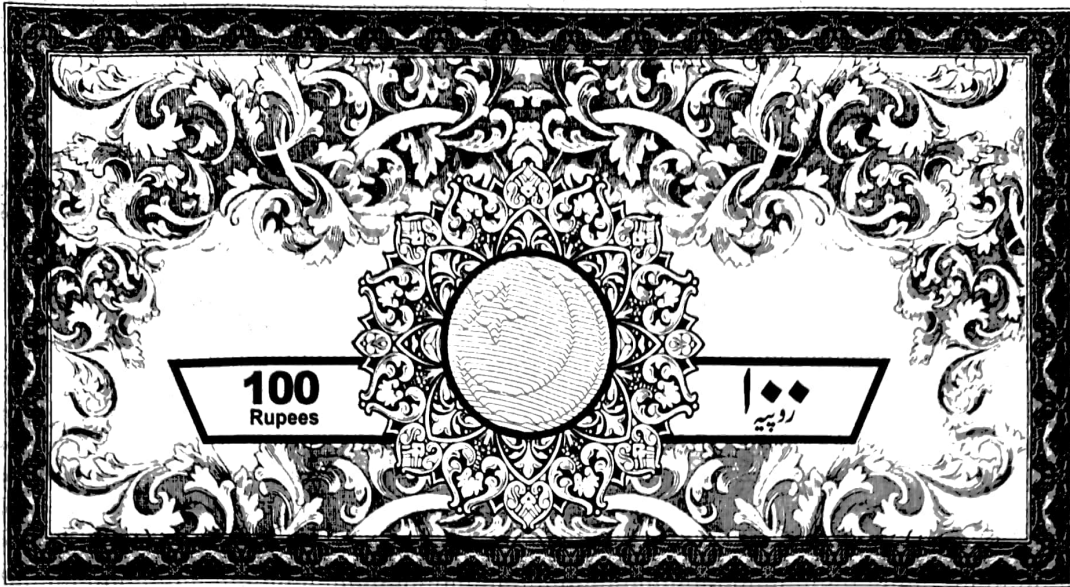
S.No	Item	Specification/ Description	Qty	Unit Price	Total Amount
Package B					
2	Mattress	Length: 6 feet 6 inches Width: 3 feet Thickness: 4 inches Density: High (more than 5 PCF) Warranty: 10 Years (Pound per cubic foot) along with cover	100	9437.64	943764
3	Blankets	As per sample Warranty: 1 year	100	7234.344	723434.40
4	Pillows	Material: polyester fabric Size: 19 x 29 inches Pillow Feel: Fluffy and medium firm Warranty : 1 Year	100	1178.0058	117800.58
5	Bed sheets	1 Single Bed Sheet along with Pillow Cover Dimensions: 60 x 90 inches Pillow dimensions: 19 x 29 inches Fabric: Pure Cotton Warranty : 1 Year	100	2117.7932	211779.32
Total Amount					Rs:1996778.30/-

- During the period of the contract, **M/s combine engineering** 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 @0.01 % per day of the contract value and may terminate the contract on late delivery and or on providing poor services.

2. **M/s combine engineering** 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.
4. The warranty shall remain valid for twelve (12) months for (Blankets, Pillows & Bed sheet) whereas Warranty for Mattress will be 10 years from the date of delivery of the Goods.
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 the 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 combine engineering** 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 combine engineering** 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 and 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 combine engineering** 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 & Rates is 3rd July 2023.
13. Other terms and conditions in the bid Solicitation document shall be part of this agreement and applicable

PROCURING ENTITY

NAME: HAYAT ALI SHAH

General Manager (P & M)
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Contact: +92-91-9211091

WITNESS 1

NAME: Muhammad Saqib
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SUPPLIER

NAME: Inayat ur Rehman

CEO
M/s combine engineering
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WITNESS

NAME: Waheed ur rehman

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