

CONTRACT AGREEMENT

1. This contract agreement is made and entered into on 03.02.2023, by and between **Additional Inspector General of Prisons Khyber Pakhtunkhwa Peshawar**, hereinafter referred as First Party, and **M/S. Zeeshan Traders Bannu** having its registered office at Charsadda Road Shero Jangi Opp Admore Pump Peshawar with CNIC No 11101-1502510-5 hereinafter referred as the Second Party.
2. WHEREAS the First Party is entrusted with responsibility of procurement of machinery items, its installation and commissioning along with other ancillaries for Wood Working Centre at Central Prison Haripur under the Project "Feasibility Study for Prison Industries and Skills Development of Prisoners".
3. AND WHEREAS, the First Party initiated the Procurement Process in accordance with Procurement of Goods Works and Services 2014.
4. That Second Party participated in the Bidding Process in response of open Re-Tender Notice, advertised by First Party, and recommended for Award of Contract by the Procurement Committee after fulfilling all codal formalities.
5. That First Party, has accorded approval to place purchase / Supply Order with Second Party.
6. The following documents after incorporating addenda, if any, except those parts relating to instructions to bidder shall be deemed to form and be read in construed as integral part of this contract, viz:
 - a. Bid Solicitation Documents
 - b. Letter of Acceptance issued by First Party
 - c. Purchase/ Supply orders issued by First Party

NOW THEREFORE PARTIES HEREBY AGREE AS FOLLOWS:

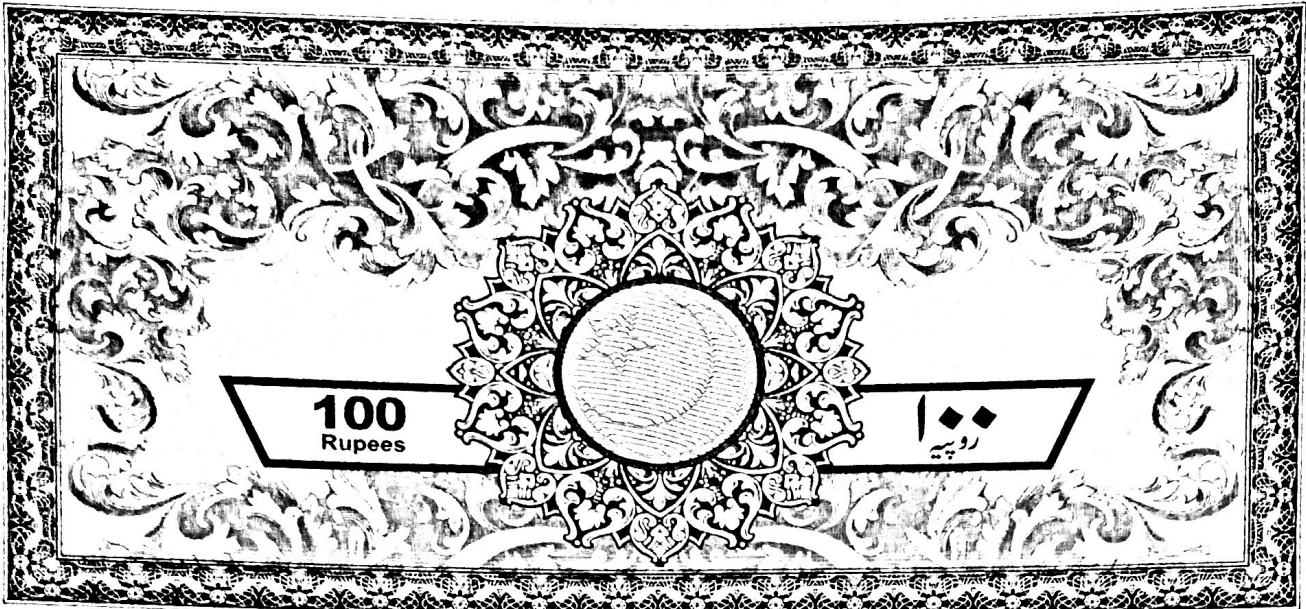
GENERAL CONDITIONS OF CONTRACT

1. Definitions	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <p>a) "The Contract" means the agreement entered into between the First Party and the Second Party, as recorded in the Contract Form signed by the First Party and Second Party, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>b) "The Contract Price" means the price payable to the Second Party under the Contract for the full and proper performance of its contractual obligations:</p>
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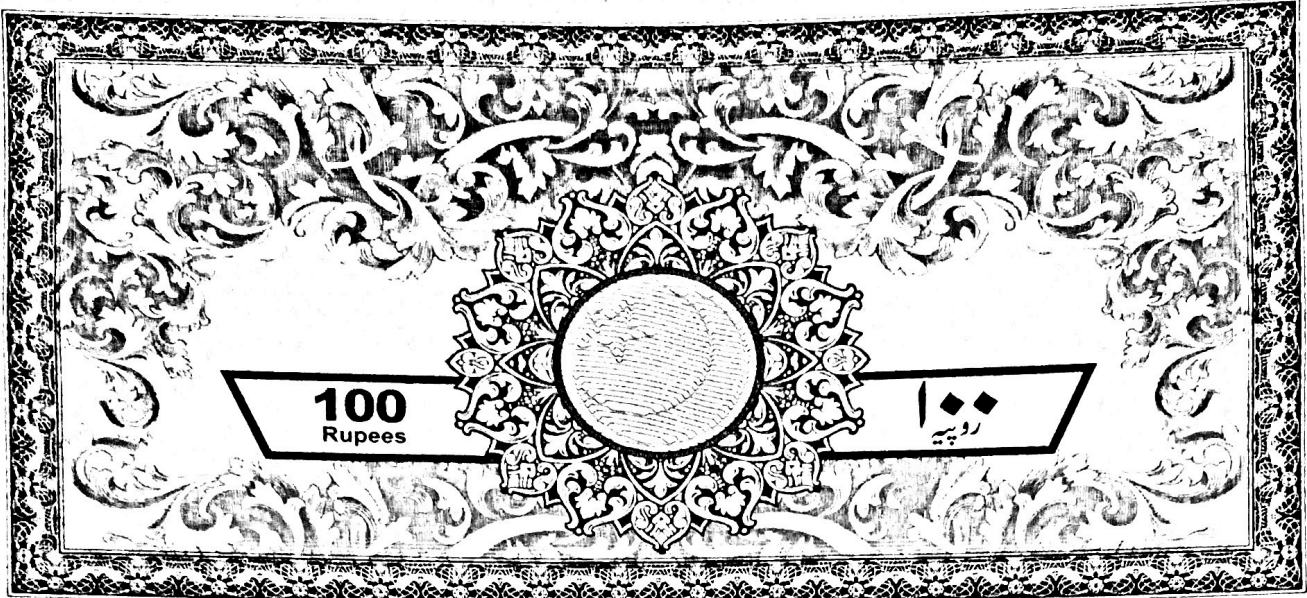
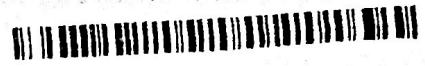




	<p>c) "The Goods" means all of the items mentioned in the Price Schedule Form which the Second Party is required to supply to the First Party under the Contract.</p> <p>d) "The Services" means installation and commissioning along with other ancillary requirements under the Contract at the wood working industry at Central Prisons Haripur.</p> <p>e) "GCC" means the General Conditions of Contract Contained in this section</p> <p>f) "Day" means working day.</p>
2. The Contract	2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. source of import	<p>3.1 All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and service.</p> <p>3.2 For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied, Goods are produced when, through manufacturing or processing.</p>
4. Standard	The Goods and the Services supplied under this Contract shall conform to the standards mentioned in the Technically Qualified Specifications.
5. Contract Duration	The Contract Duration shall be for the period starting from the date of issuance of Purchase order till end of warranty period
6. Use of Contract Document and information	The Second Party shall not without the First Party's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the First Party in connection therewith, to any person other than a person employed by the Second Party in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance
7. Contract language	The Contract and all documents relating to the Contract, exchanged between the Second Party and the First Party, shall be in English. The Second Party shall bear all costs of translation to English and all risks of the accuracy of such translation.
8. Execution Schedule	The Supplier shall deliver Goods/ordered equipments within the period as mentioned in Delivery schedule as per SBDs and FOR basis
9. Inspections and Tests	<p>9.1 The First Party/ Committee or its representative(s) shall have the right to inspect and/or to test the Goods and the Services to confirm their conformity to the Contract specifications at no extra cost to the First Party.</p> <p>9.2 The First Party may reject the Goods, Installation and commissioning and ancillary requirements if they fail to conform to the Technically approved</p>

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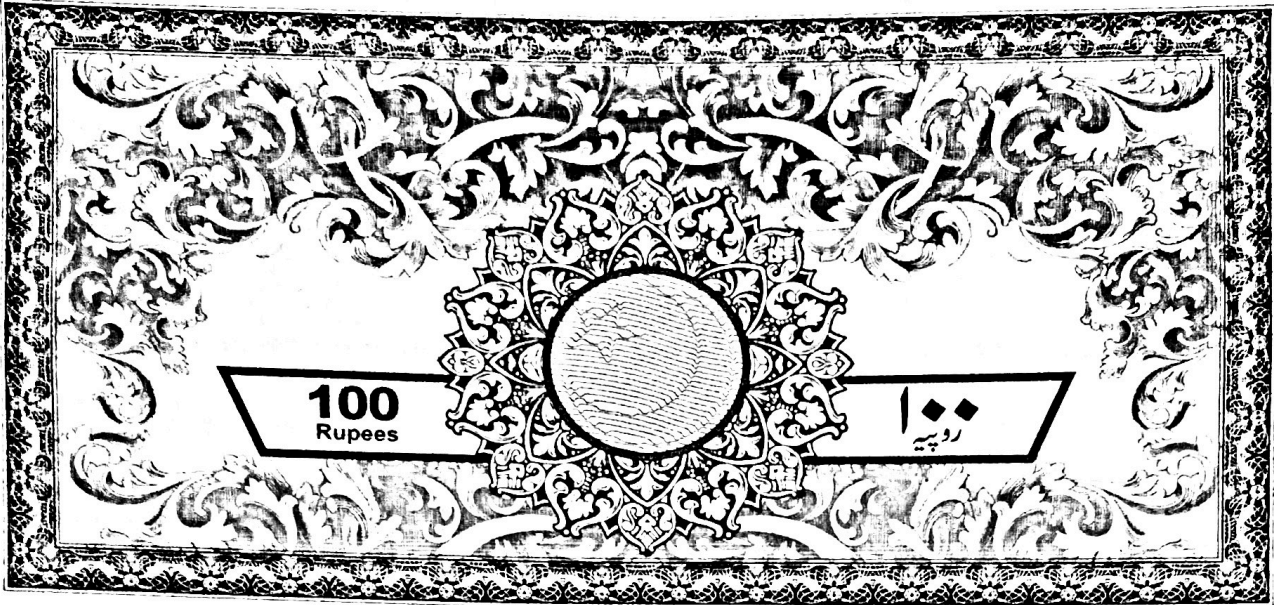


	<p>Specifications, in any test(s) or inspection(s) and the Second Party shall be liable either to replace the rejected Goods, Installation and commissioning or make all alterations (up to the satisfaction of the First Party) necessary to meet the Technically approved Specifications, within fifteen working days, free of cost to the First Party.</p> <p>9.3 Nothing in GCC Clause 10 shall in any way spare the Second Party from any warranty or other obligations under this Contract.</p>
10. Spare parts and Support	<p>10.1 The Second Party shall ensure that the Goods provided under the Contract are standard and of exact Equipment / Hardware as per Technically approved Specifications.</p> <p>10.2 The Second Party shall ensure availability of spare parts, tools locally and technical assistance for all components during warranty period.</p>
11. Packing	<p>The Second Party shall provide such packing of the Goods, as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.</p>
12. Delivery and Documents	<p>12.1 Delivery of the Goods shall be made by the Second Party in accordance with the terms specified in the Schedule of requirement Form and on FOR basis.</p> <p>12.2 For purposes of the Contract, Delivered Duty Paid (DDP) trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes.</p>
13. Transportation	<p>The Second Party is required under the Contract to transport the Goods to the Installation site (Wood Working Center at Central Prison Haripur) at their own cost and risk.</p>
14. Warranty	<p>14.1 The Supplier shall warrant to the First Party that the Goods supplied by the Second Party, under the Contract are as per the technically approved specifications and SBDs.</p> <p>14.2 The Second Party shall further warrant that the Goods/Services supplied by the Second Party, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods/Services.</p>

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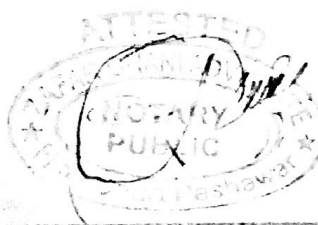
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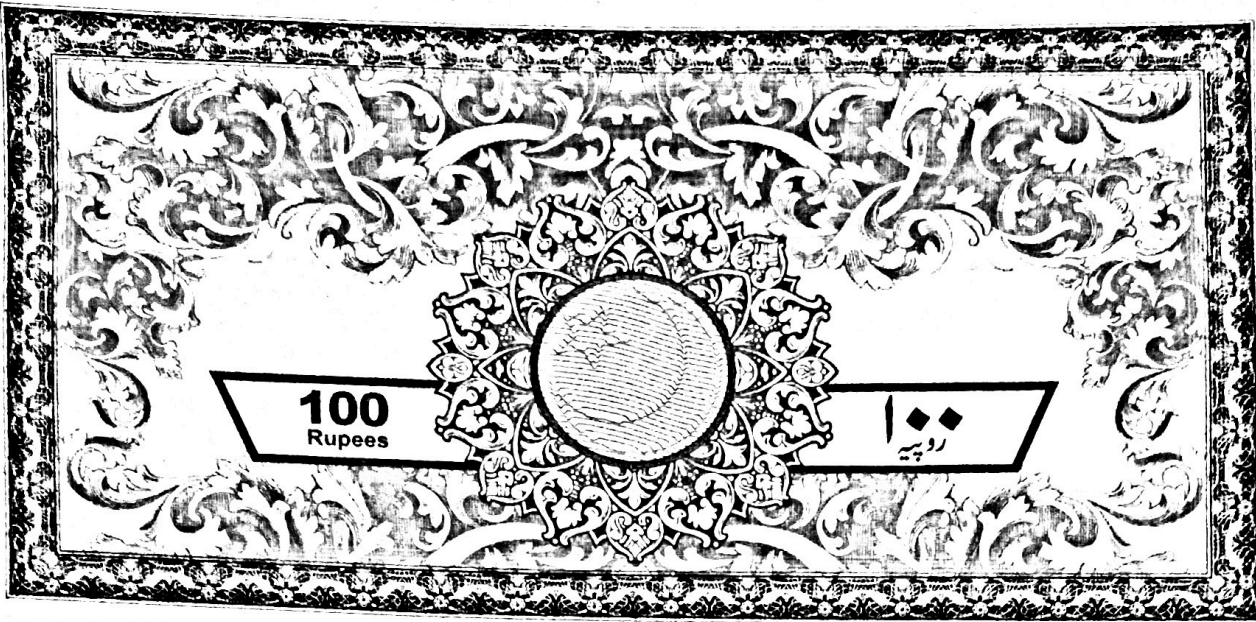




15. Payment	<p>The Second Party's request(s) for payment shall be made to the First Party in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed and upon fulfillment of other obligations stipulated in the Contract. The Method of payment will be as follows:</p> <ol style="list-style-type: none"> Payment shall be made in Pak. Rupees and in the name of the firm / company a crossed cheque being issued by Accountant General office (as per practice in vogue) On Acceptance: Hundred (100) percent of the Contract Price of the supplies delivered and received shall be paid after submission of claim supported by the following documents: <ul style="list-style-type: none"> Machinery Receiving and Acceptance Certificate issued by the First Party. Satisfactory Inspection Report carried out by the First Party. Approval of the Competent Authority.
16. Contract Amendments	<p>No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the First Party and the Second Party.</p>
17. Delays in the Second Party's Performance	<p>17.1 If at any time during performance of the Contract, the Second Party encounter conditions impeding timely execution of the Contract wholly or partly, the Second Party shall convey the First Party in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Second Party's notice, the First Party shall evaluate the situation and may at its discretion extend the Second Party's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>17.2 Except as provided under GCC Clause, 21, a delay by the Second Party in the performance of its delivery obligations shall render the Second Party liable to the imposition of liquidated damages pursuant to GCC clause 18.</p>
18. Liquidated damages	<p>Subject to GCC Clause 21, if the Second Party fails to deliver any or all of the Good or to perform the Services within the period(s) specified in the Contract, the First Party shall, without prejudice to its other remedies under the Contract deduct from the contract price a sum equivalent to 0.5 % per day of the delayed goods or un performed services until actual delivery of performance up to maximum of 15 days. In case of delay of more than 15 days, First Party shall have the right to forfeit the Performance bank guarantee @ 10% and will assign the contract to the next lowest bidder.</p>
19. Submission of Performance Guarantee and Forfeiture of Performance Guarantee	<p>The Second Party shall submit Performance Bank Guarantee @10% in the name of Additional Inspector General of Prisons Khyber Pakhtunkhwa.</p> <p>The Performance Guarantee shall be forfeited by the First Party, on occurrence of any / all of the following conditions:</p> <ul style="list-style-type: none"> If the Second Party fails to fulfill any of the obligations under the Contract

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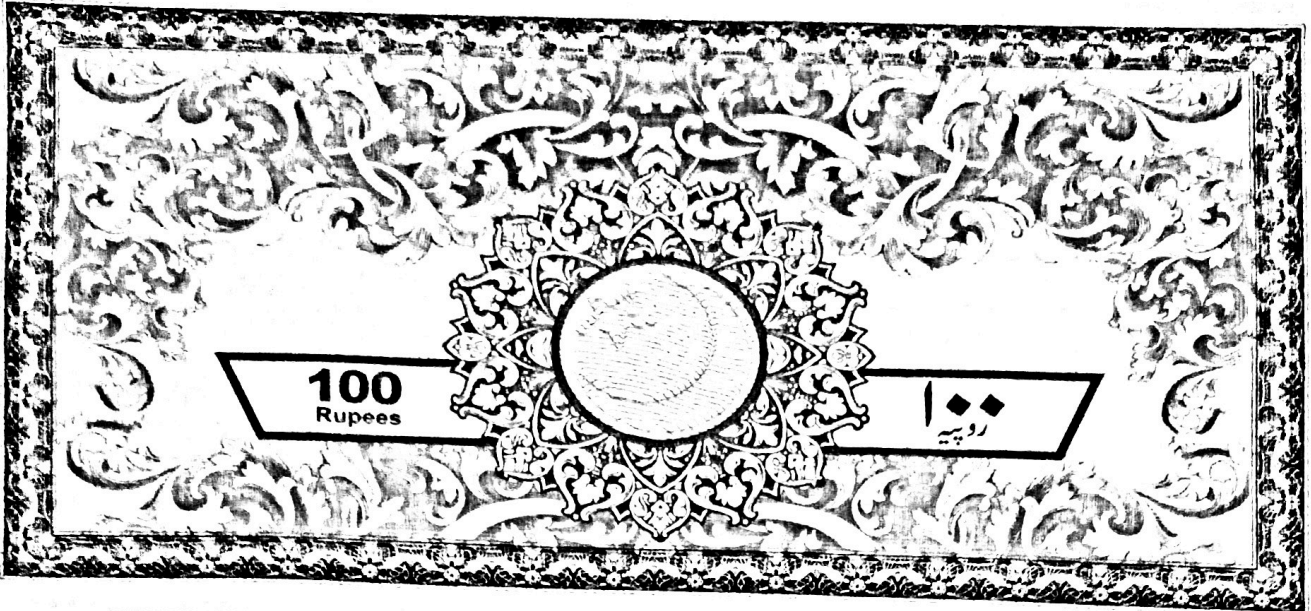




	<ul style="list-style-type: none"> • If the Second Party fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract the First Party may without prejudice to any other right of action / remedy it may have, forfeit Performance Guarantee of the Second Party. • Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Guarantee amount will be forfeited and the company / firm will not be allowed to participate in future tenders as well. • If the Second Party commits a default under the Contract;
<p>20. Termination for default</p>	<p>20.1 The First Party, without prejudice to any other remedy for breach of Contract, by written notice to Second Party, may terminate this Contract in whole or in part:</p> <p>(a) if the Second Party fails to deliver any or all of the Goods within the period(s) specified in the Contract.</p> <p>(b) If the Second Party fails to perform any other obligation(s) under the Contract</p> <p>(c) If the Second Party, in the judgment of the First Party has engaged in corrupt and fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:</p> <p>“Corrupt and fraudulent practices” includes the offering giving receiving, or soliciting of anything of value to influence the action of a public official or the Second Party or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of fact in order to influence a procurement process or the execution of a contract, collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open completion and any request for, or solicitation of anything of value by any public official in the cause of the exercise of his duty.</p> <p>20.2 In the event the First Party may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Second Party shall be liable to the First Party for any excess cost for such similar Goods or Services. However, the Second Party shall continue performance of the Contract to the extent not terminated:</p>
<p>21. Force Majeure</p>	<p>21.1 The Second Party shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligation under the Contract is the result of an event of Force Majeure.</p> <p>21.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Second Party and not involving the Second Party's fault or</p>

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	negligence and not foreseeable. Such events may include, but are not restricted to, acts of the First Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 21.3 If a Force Majeure situation arises, the Second Party shall promptly notify the First Party in writing of such condition and the cause thereof, unless otherwise directed by the First Party in writing, the Second Party shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
22. Notices	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party's official address and by fax or Email.
23. Taxes and duties	Second Party shall be entirely responsible for all taxes, duties, license fees, and transportation charges etc. incurred until delivery of the contracted Goods to the First Party.

PARTIES OF AGREEMENT

[Signature] 03/02/2023
 MR. HAMID-UR-REHMAN
 AIG (PRISONS), KHYBER PAKHTUNKHWA
 (First Party)

[Signature]
 M/S. ZEESHAN TRADERS BANNU
 (Second Party)

Witness-1
 Signature *[Signature]*
 Name *ALTAF. Muhammoel*
 Title *Planning & Monitoring officer*
 Address *Inspectorate General of Prisons Dep*
 CNIC *17101-9657616-7*

Witness-2
 Signature *[Signature]*
 Name *Hayat Shah*
 Title _____
 Address _____
 CNIC *17301-1395072-5*

