

Description : AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)  
 First Party : Muhammad Saqib [15601-0973287-9]  
 Second Party : Muhammad Anwaar Ul Haq [35202-2635959-5]  
 Agent : Muhammad Saqib [15601-0973287-9]  
 Stamp Duty Paid by : Muhammad Anwaar Ul Haq [35202-2635959-5]  
 Issue Date : 21-Jun-2023, 01:28:20 PM  
 Paid Through Challan : 2023215A7CE915C3  
 Amount in Words : One Thousand Two Hundred Rupees Only

Please Write Below This Line

### CONTRACT AGREEMENT

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

The submitted financial proposal of the Total worth **Rs: 2,462,500/-** has been selected under the contract agreement as per specifications and rates mentioned below.

S.No	Item	Specification	Qty	Pre item Rate	Total Amount
1	Frame Tent Camping Tent Doulbe ply insect proof & waterproof Size 9 x11ft	Type Frame No of Windows 4 No of doors 2 No of Flies 2 No of Folds Single No of pockets 6 No of fly Double Dimensions (L.W.CH.WH) (cm) 285x345x227x170 Tent Packing size (L.W.H) (cm) 95x32x32 Frame Packing Size (L.W.H) (cm) 155x20x20 Light Hook/Hanger Outer fly: 100% polyester fabric rubber coated waterproof. Inner Fabric: 100% polyester fabric. Floor: 100% polyester fabric rubber coated. Door & Windows: Mesh door & windows with flap, of appropriate size.	25	98,500	2,462,500



		<p>Frame: Ms pipe painted  Accessories: complete with accessories rope, pegs, pin  Packing: All tent packed in packing bag of deferent sizes  Warranty one year.</p>			
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1. During the period of the contract, **M/s Zufah International 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. 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 Zufah International Company** will **NOT claim** or charge transportation, loading / unloading, labour 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. Receipt of the letter of acceptance, the successful Bidder shall furnish to the Procuring entity the performance guarantee, 10 percent i.e. (2%+8%) of the quoted amount.
5. 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.
6. The payment will be made by Khyber Pakhtunkhwa, Culture and Tourism Authority within one month 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.
7. 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.
8. The Khyber Pakhtunkhwa, Culture and Tourism Authority as the case may be, and the **M/s Zufah International 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 Zufah International 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).

9. 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.
10. In case M/s Zufah International 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.
11. Delivery time of the supply as per above mentioned specifications, quantities & Rates is before 3<sup>rd</sup> July 2023.
12. Other terms and conditions in the bid Solicitation documents shall be part of this agreement and applicable.

**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**

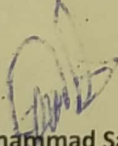


**NAME: Muhammad Anwaar ul haq**

Designation *Partner*  
Firm Name. Zufah International Company  
CNIC 35202-2635959-5  
Address: 30-Islam Block, Azam Garden Multan Road  
Lahore  
Contact: +92- 321-4995102



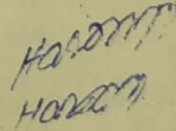
**WITNESS 1**



**NAME: Muhammad Saqib**

CNIC 15601-0973287-9  
Address: Olympic Plaza,  
Peshawar Sports  
Complex, Stadium Road,  
Peshawar Cantt.  
Contact: +92-91-9211091

**WITNESS 2**



**NAME: Muhammad Haroon**

CNIC:35202-2935942-7  
Address: 30-Islam Block, Azam  
Garden Multan Road Lahore