



M. ILYAS STAMP VENDOR

Lic No.112, Liaquatabad, Karachi

S.No.

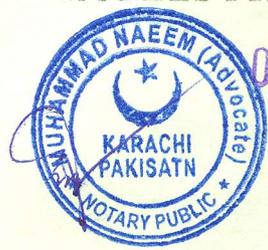
DATE: **39718**

ISSUE TO WITH ADDRESS
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 PURPOSE
 VALUE (S: TYPETESTED)
 STAMP VENDOR'S SIGNATURE

SULTAN ALI
ADVOCATE
ATTORNEY AT LAW

01 MAR 2017

RUPEES FIFTY ONLY



01 MAR 2017

CONTRACT AGREEMENT

1. This contract agreement is made and entered into on **24-03** 2017 BY AND BETWEEN.

i) Deputy Inspector General of Police, Special Branch, Karachi, Sindh Police, Central Police Office, I.I. Chundrigar Road, Karachi, hereinafter referred as Buyer, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees officers delegated to perform functions procurements for and on behalf of various units of Sindh Police department of ONE PART.

AND

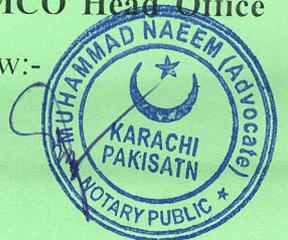
ii) M/s GEMCO Head Office 43/4/A Block-6 PECHS Karachi, having its registered office at hereinafter referred as supplier, which expression shall, unless repugnant to the context of meaning thereof, be deemed to include its successors and permitted assignees of the OTHER PART.

2. WHEREAS the Deputy Inspector General of Police, Special Branch, Karachi, Sindh Police, is entrusted with responsibility of procurement of item / articles during current financial year 2016-17 as per description, with specification and quantity, given below:-

Description of Articles	Quantity/Number
RICOH Digital Plain Paper Copier Model MP-3054SP	09 Nos.
As per Approved Specifications	

3. AND WHEREAS, **Deputy Inspector General of Police, Special Branch, Karachi, Sindh Police**, in accordance with the Sindh Public Procurement Rules, 2010 (amended 2013), as adopted by Government of Sindh vide notification **No. SORI(SGA&CD) 2-30/2010, dated 8th March 2010** invited tenders for the supply of above articles through advertisement in national newspapers.
4. That **M/s GEMCO Head Office 43/4/A Block-6 PECHS Karachi**, participated in the response of open tenders, floated DIGP/ Special Branch, Karachi, by submitting technical and financial bids, after necessary evaluation of the products, items / articles described above, the Departmental Committee opened the financial bids in front of all bidders on 18.01.2017.
5. That the rates offered by **/s M/s GEMCO Head Office 43/4/A Block-6 PECHS Karachi**, for the products, items / articles as shown and given above, were found to be lowest offered in comparative terms with the rates of other bidders participating in the process. Therefore, on the recommendation of Departmental Procurement Committee, the IGP Sindh has accorded approval to place purchase/procurement order with **M/s GEMCO Head Office 43/4/A Block-6 PECHS Karachi**, on terms and conditions specified below:-

NOW THEREFORE PARTIES HEREBY AGREED AS FOLLOW:-



- i) That **M/s GEMCO Head Office 43/4/A Block-6 PECHS Karachi**, shall supply products/items, articles described and specified alongwith quantity the above within 60 days from the date of signing of this agreement.
- ii) That all deliveries shall be made at B.D.U Store Arambagh between 0900 hours to 1600 hours on working days only.
- iii) That every article shall be made and finished in all respects to entire satisfaction of Departmental Inspection Committee which shall be at liberty to reject any item/article or part thereof if it is not in accordance with approved sample and specification mentioned in the tender documents submitted by supplier at the time of bidding, and evaluated and approved for this purchase order and such rejection shall be final. That no appeal or review will be permissible against the decision of inspection committee.
- iv) That **the DIGP/ Special Branch, Karachi**, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number items/articles accepted and rejected, and such receipts shall be conclusive evidence of the acceptance and rejection of the number of articles specified as accepted and rejected.



- v) That all articles rejected shall be taken back and removed by the **M/s GEMCO Head Office 43/4/A Block-6 PECHS Karachi**, and nothing shall become due or recoverable by the **M/s GEMCO Head Office 43/4/A Block-6 PECHS Karachi**, in respect on account of items/articles so rejected.
- vi) That all articles accepted shall be paid for by **the DIGP/ Special Branch, Karachi**, at the rate of specified below (F.O.R Destination) within financial year 2016-17.

Item/Article	Qty	Rate Per Unit	Total Amount
RICOH Digital Plain Paper Copier Model MP-3054SP	09	Rs.259,740/- each	Rs.2,337,660/-

- vii) In case **M/s GEMCO Head Office 43/4/A Block-6 PECHS Karachi**, make default, in the due performance of this agreement/contract in part or full, **DIGP/ Special Branch, Karachi**, shall be at liberty to impose and recover L.D. Charges not exceeding 2% per month thereof. The penalty shall be applicable only to the extent of items / articles supplied late.

- viii) **The DIGP/ Special Branch, Karachi**, shall have right to assess, demand and recover any damages suffered by Police Department due to late supply of the items/articles from the supplier.

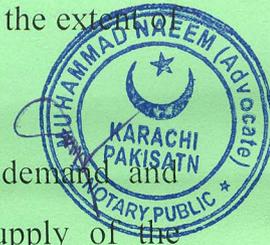
- ix) **The DIGP/ Special Branch, Karachi**, shall be at liberty to deduct and retain the amount so assessed from the bill that may be or may become due and payable at or after the time of such failure to the **M M/s GEMCO Head Office 43/4/A Block-6 PECHS Karachi**, by the said **DIGP/ Special Branch**, whether by virtue of agreement or otherwise.

- x) The IGP Sindh shall not be responsible for non-performance of this agreement due to change in law, rules and policy of the government as notified in official gazette from time to time.

- xi) That all conditions laid down in the rules framed for procurement by the Government shall apply to transactions made under this contract agreement and both parties shall be bound by it.

6. This contract agreement shall be construed, and the legal relations created herein will be determined in accordance with the laws of Islamic Republic of Pakistan.

7. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.



[Handwritten signature]

8. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavour in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in the Agreement. If the parties fail to agree on such amendments, such invalid terms, condition or provision will be served from remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

9. **Force Majeure:-**

i) Definition:-

(a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (Except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub contractor or agent or employees nor (ii) any event which a diligent party could reasonable have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.

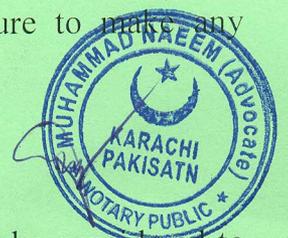
(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

ii) No Breach of contract:-

The failure of Party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

iii) Measures to be taken:-

(a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum delay.



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(b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than thirty days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal condition as soon as possible.

(c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

iv) **Extension of Time:-**

(a) Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as result of Force Majeure.

10. **Arbitration:-**

i) **Right to Arbitration**

Any disputes between the parties as to matter arising pursuant to this contract which cannot be settled amicably with in seven (07) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration in accordance with the provision of contract agreement.

ii) **Selection of Arbitrators**

Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

iii) **Rules of Procedures**

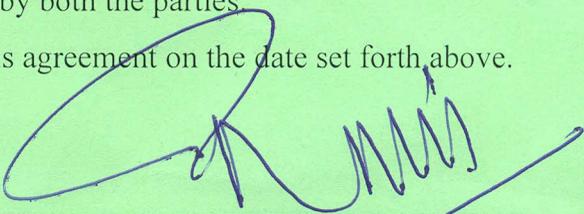
(a) The arbitration proceedings shall be conducted in accordance with the provision of Arbitration Act (Act of 1940) as in force on the date of this contract.

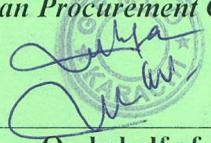
(b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.

12. This agreement may be amended only in writing signed by both the parties

13. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

ATTESTED
Muhammad Naeem (Advocate)
M.A. No B HC-326
NOTARY PUBLIC
KARACHI-PAKISTAN
28 MAR 2017


DIGP/ Special Branch, Karachi.
Chairman Procurement Committee


On behalf of
M/s GEMCO Head Office 43/4/A
Block-6 PECHS Karachi,

Witness:

1) FAHADULLAH Javed

2) IMRAN IQBAL