

0165-20369079

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PB-LHR-317DD273FE12308A

Non-Judicial

Rs 10,000/-

First Party : Colibrative Heavy Industries Private Limited [35101-2514014-9]
 Second Party : Municipal Committee Jhelum [35202-8849670-7]
 Agent : Adnan Karamat [35101-9083660-3]
 Stamp Duty Paid by : Colibrative Heavy Industries Private Limited [35101-2514014-9]
 Issue Date : 20-Jan-2023, 03:41:08 PM
 Paid Through Challan : 2023992F736969B9
 Amount in Words : Ten Thousand Rupees Only

Please Write Below This Line

**GOVERNMENT OF THE PUNJAB
 MUNICIPAL COMMITTEE JHELUM
 CONTRACT AGREEMENT**

THIS AGREEMENT made on the 24th January 2023, between **Municipal Committee Jhelum** (hereinafter "the Purchaser"), of the one part, and **Colibrative Heavy Industries (Pvt.) Ltd Chowk Saeed, Sagian Bypass Road, Shadhara, Kot Abdul Malik Lahore.** (Hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited supplier for the purchase of "Fabrication of Super Structure on Vehicles Chassis and Supply of Machinery & Equipment for the (FCP) Project "Provision of Machinery & Equipment for Improvement of Solid Waste Management in Jhelum City", and has accepted the rates submitted by your firm dated 21-12-2022 for the supply of following vehicles / machinery & equipment in the sum of Rs. 81,512,000/- Eighty-One Million Five Hundred Twelve Thousand Only i/c Transportation and freight charges (hereinafter called "the Contract Price") as per following details;

Sr.No	Description of Work	No's	Unit Price (with taxes)	Total Price (PKR)
1	Garbage Compactor 8 cubic meter capacity	04	5,010,000	2,0040,000
2	Truck Mounted Sweeper 4 cubic meter	01	14,100,000	14,100,000
3	Mini Tipper 1 cubic meter	06	986,000	5,916,000
4	Tractor for Front end Loader	01	1,060,000	1,060,000
5	Hand Cart Waste Tipping Trolley	05	89,000	445,000
6	Three Wheel Conventional Hand Carts	55	38,000	2,090,000
7	Garbage container 0.8 cubic meters capacity	375	95,000	3,5625,000
8	Tracking system (for 3 years) with maintenance	13	172,000	2,236,000
Total Rs.				81,512,000

Colibrative Heavy Industries (Pvt) Limited

Director

Page 1 of 2



NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:



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CONTINUATION SHEET

1. The Agreement shall come into force immediately and shall remain valid until the final completion of the job of cancelled by THE PURCHASER.
2. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The Purchase Order.
 - b. Specifications;
 - c. Conditions of the Contract
 - d. Drawings;

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Machinery / Equipment and to remedy defects therein in conformity, in all respects, with the provisions of the Contract.
5. The Supplier shall ensure that the quality and quantity of the super structure, machinery and equipment shall conform to the approved PC-1 specification of the super structure given by the Purchaser. The delivery of the material shall be made by the Supplier at their own cost, management and responsibility.
6. The Supplier shall be fully responsible for delivery of the super structure, machinery and equipment in good condition at the specified site of the Purchaser through delivery documents in triplicate.
7. The Purchaser reserve the right to change the quantity of items if they feel necessary during the validity of this Agreement.
8. The custom duty or other Taxes and cost of transportation, of any other incidental charges, if required in connection of the delivery of goods shall be borne by the supplier.
9. The Purchaser may allow Part Payment of running bill on the request in writing of the Supplier.
10. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Machinery / Equipment and the remedying of defects by the supplier therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
11. Delivery period for the above mentioned/equipment is 06 Months and will be started from the date of signing of Contract Agreement and receiving of complete truck chassis, whichever is later. The delivery shall be carried out by you strictly in accordance with the time line / schedule as well as other terms.
12. After 06-month late delivery charges (LDC) 0.1% per day will be charged of the contract award amount.
13. The department will not accept any responsibility for loss of the contractor due to the interruption of work as a result of shortage of delay in supply of availability of labor and material required for completion of work.
14. All products manufactured by us are under standard warranty for a period of 12 months from the date of delivery, standard warranty items are applicable.
15. As per instructions of Punjab Municipal Development Fund Company, (PMDFC) the payment to the contractor will be made after the inspection of the consultant.
16. The State Bank of Pakistan has imposed restriction on LCs & import of raw materials under HS codes 84 and 85, if any imported part / equipment that will be used in manufacturing of said vehicles but fall under the aforementioned & other restrictions and due to this the delivery will be affected, then the Force Majeure clause will applicable.

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

Colibrative Heavy Industries (Pvt) Limited
Signature of the Supplier

Director

Colibrative Heavy
Infrastructure
Industries (Pvt.) Ltd



Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

ASIF IBERA
CNIC No. 354-1-9840696-3

Signature of the Purchaser

Municipal Officer

Municipal Committee Jhelum

Witness

(Name, Title and Address)

Rahneel Khan 8/E