

PURCHASE CONTRACT PAKISTAN/LAYYAH/2020-001/01
Tender Ref: PAKSITAN-LAYYAH-2020-001 (01)

The present contract is signed between

----- hereafter called the **“Supplier”**

And

Civil Society Human and Institutional Development Programme (CHIP)

Address: CHIP House, Plot # 05, Street # 09, G-8/2, Islamabad, Telephone: 051-2250360 & 2280081

Represented by Lubna Hashmat – Chief Executive Officer, and hereafter called **“CHIP”**

The following contract has been drawn up, both parties agree on the following.

Article 1. Object of the contract

- i) The Supplier agrees to deliver Food Packs and **Preventive Supplies** containing below mentioned description at location given in **Article -5**
- ii) The items specifications should be equal to specifications given, approved samples and on the rates specified on the quotation submitted by the Supplier.

Type	Description of item	Spécifications	Unit	Quantity
Food Items	Ghee	Dalda Ghee 2.5 Kg Tin (VTF)	Tin	2500
	Rice	Super Kernal Basmati - 2 Kg Pack	Pack	2500
	YelloLlentils (Daal Mong)	Supreme Quality - 1 Kg Pack	Pack	2500
	Red Lentils (Daal Masoor)	Good Quality - 1 Kg Pack	Pack	2500
	Chickpeas Lentils	Good Quality, 9 mm - 1 Kg Pack	Pack	2500
	White Sugar	Good Quality - 2 Kg Pack	Pack	2500
	Tea Leafs	Lipton Yellow Label (190 grams)	Box	2500
	Red Pepper	National Packet, (200 grams)	Pack	2500
	Grinded Floor	Good Quality - 20 Kg Bag	Bag	2500
	Grinded Salt	National Iodized Salt	Box	2500
	Bag	Canvas bag, size width 18", Height 28" with 4 colour printing of Logos and Messages	Pack	2500
Preventive Supplies	Ghee	Dalda Ghee 2.5 Kg Tin (VTF)	Bag	2500
	Vaseline	Vaseline Petroleum Jelly 100ml - Original	Bottles	4000
	Detergent	Surf Excel – Original	Pack	4000
	Soap	Lifebuoy Antibacterial 115 Gram	Bar	4000
	Miswak	Size 8 inch (Soft)	Number	4000

	Shampoo	Head & Shoulders 190ml (Unilever Brands Made in Pakistan)	Bottles	4000
	Nail Cutter	2.75" (Preferred) Made in China Sharp in Cutting Nails	Number	4000
	Mask	Surgical Mask, Green Fabric, 3 layers - China Made. One pack containing 10 masks	Pack	400
	Pouch	Parachute size width 12"& Height 18" with zip & handle with Logos	Pouch	4000

Duration of the contract

- The present contract is valid till the completion of object of the contract refers to **Article -1**.
- Prices of items mentioned in the contract are valid for one month from the date of submission of quotation that is April 30, 2020.

Article 2. Cost of the contract and payment

Line N°	Description of Goods or Services (detail technical specification)	Unit	QTY	SUPPLIER ----- (Name)		
				Supplier Ref	Unit Price	TOTAL
Food Items						
	Description	Specifications				
1	Oil / Ghee	Dalda Ghee 2.5 kg Tin (VTF)				
2	Rice	Super Kernal Basmati - 2Kg pack				
3	Yello lentils (Daal Mong)	Supreme Quality - 1Kg pack				
4	Red lentils (Daal Masoor)	Good Quality - 1Kg pack				
5	Chickpeas Lentils	Good Quality, 9mm - 1Kg pack				
6	Sugar	Good Quality - 2Kg pack				
7	Tea	Lipton Yellow Label (190 grams)				
8	Red pepper	National Packet, (200 grams)				
9	Floor	Good Quality - 20 Kg bag				
10	Match box	Kite / Football brand				
11	Salt	National Iodized Salt				
12	Bag *	Canvas bag with 4 colour printing				
Preventive Supplies						
1	Vaseline	Vaseline Petroleum Jelly 100ml – Original				
2	Detergent	Surf Excel - Original				
3	Soap	Lifebuoy Antibacterial 115grm				
4	Miswak	Size 8 inch (Soft)				
5	Shampoo	Head & Shoulders 190ml (Unilever Brands)				
6	Nail Cutter	2.75" (Preferred) Good Quality				
7	Mask	Surgical Mask, green Fabric, 3 layers - China Made. One pack containing 10 masks				
8	Pouch *	Parachute with zip & handle standard size with Logos				

Total price exclusive of Taxes	
General Sales Tax @ ----- %	
Total price inclusive of GST	

- i) The cost of the contract including all applicable taxes is PKR -----.
 - ii) Payment will be made only through a cross cheque in favor of Supplier -----.
 - iii) Supplier has to submit performance/Guarantee bond of **PKR -----/-** in Favor of CHIP (Refundable / Adjustable)
 - iv) After successful delivery of complete order Supplier will submit an Original Invoice with a proof of delivery of supplies at warehouse.
 - v) CHIP will pay 100% of the cost of the contract after deduction of prevailing tax only after the signing of this Purchase Contract, Local Purchase Order, receipt of original invoice, complete supply of items mentioned in Article 1 and proof of delivery of supplies at CHIP warehouse within 10 (ten) working days.
 - vi) The cost of the contract cannot be reassessed before the end of the present contract. The prices are firmed and could not be reviewed during the length of the contract
 - vii) Withholding tax deducted from total invoice (total cost of contract) will be deducted by CHIP and will be submitted to State Treasure. Supplier may collect certificate of tax deposit.
- viii) All labor costs related to the completion of the goods supplies are to be borne by the supplier.

Article 3. Quality

- i) It is the sole responsibility of the supplier to provide the items as per approved sample and, if any of the goods supplied is not per approved sample, it will be responsibility of the supplier to take back the item at his own cost. And, to supply the returned items as per approved sample within five (5) days, at his own cost of transportation and Labor.
- ii) The quality of the items delivered in the CHIP warehouse will be controlled by our Logistics staff.
- iii) The quality of the items refers also to the visual aspect of the items and in the packaging.
- iv) Then, if CHIP considers that the quality is not respected during several deliveries, CHIP is allow making definitely a contract with another supplier to replace the faulty items. The original contract will be amended accordingly and the supplier will not receive any compensation.

Article 4. Delivery terms

The Supplier will deliver above mentioned items at **House # 560 located in Employees Colony, Tehsil and District Layyah, Layyah City** within 05 (Five) days of signing of this contract:

Contact Person: Mr. Manzoor Hussain Contact Number: 0346-5811325

Contact Person: Mr. Muhammad Bilal Asmat, Contact Number: 0333-6204656

- i) The full quantity to be delivered is of all the items reference to the **Article 1** and corresponding to the Purchase Order attached.
- ii) Each delivery is notified by a delivery receipt issued by the Supplier.
- iii) Unloading of supplies from carrier at CHIP warehouse will be at Supplier's charges.
- iv) The delivery timing and quantity should confirm 48 hours (working day) in advance by the Supplier (or the Saturday for the Monday). No delivery on Saturday & Sunday or after 4 PM will be accepted

- v) Each delivery will be controlled by our Logistics staff and is allowed to reject any item for non respect of the quality or other defaults notified during the delivery.
- vi) In case of shortage from the supplier regarding one or several items, CHIP is allowed to pass a contract with another supplier to ensure its operations.
The original contract will be amended accordingly and the supplier will not receive any compensation.
- vii) In case of delivery of items below approved standard as per samples, less quantity and/or damaged items, CHIP will not pay until receives complete supplies as per contract.
- viii) Supplier will replace damaged items, deliver remaining quantity and improve the quality of item(s) at its own cost including transportation & labor and deliver at CHIP warehouse.

CHIP will conduct PDI (Pre delivery Inspection) of Items to be tagged & verified before making final delivery. Supplier will notify CHIP 48 hours in advance to call technical person for final validation of consignment.

Article 5. Penalty

- i) Penalty at the rate of 2 % of the amount of the order per day will be imposed if goods are not supplied as per stipulated time, also penalty at the rate of 2% of the amount of the order will be imposed in case of the items returned because of quality issue.
- ii) Due consideration will be given to the reasons responsible for late supply, like any unforeseen event that hampers the free movement in the markets or the Roads

Article 6. Appendix

- 1) This Agreement is made up of the following document:
 - Present Purchase Contract.
 - Local Purchase Order (LPO)
- 2) By signing this contract and corresponding LPO, the supplier agrees that he has read and understood all the contract documents listed above, that he has the capacity to undertake the delivery of the items described in the attached list to the standard required and within the time frame specified, and that he will meet fully with all the provisions of the contract.

Article 7. Responsibilities of the Supplier

- 1) The Supplier affirms that its employees and any contractors, also technical experts and consultants, meet the standards of qualification and technical and professional competence necessary for the achievement / running of the contract objectives.
- 2) The supplier will ensure that all relevant national labor laws are observed.
- 3) Employees of the supplier, its contractors or anyone else working for Supplier in the execution of the contract or otherwise, are not employees of CHIP. CHIP is not liable for any claims of death, bodily injury, disability, damage to property or any other hazards which an employee of the supplier may suffer in connection with the execution of the project. Where legally required to do so, the supplier will obtain and maintain all appropriate workmen's compensation and liability.

Article 8. Obligation by the CHIP

- 1) CHIP will pay 100% of the cost of the contract after deduction of prevailing tax only after the receipt of original invoice, complete supply of items mentioned in Article 1 and proof of delivery of supplies at CHIP warehouse within 10 (ten) working days.
- 2) CHIP will deposit amount equal to the withholding tax deducted from invoice to State treasury
- 3) CHIP will pay through Cross Cheque in favor of Supplier " _____ "

Article 9. Termination of contract

- i) The present contract will be automatically terminated upon completion of the delivery of the items.
- ii) Shall either of the party fail to meet its obligations according to the present contract; the other party can terminate the contract without notice but shall justify the reasons of the termination by written to the failing party.
- iii) Shall the Supplier and the CHIP decide to terminate the present contract earlier to the agreed termination date or change any of the agreed conditions; they shall proceed through mutual agreement.
- iv) At the end of this period, an extension may be decided, subject to the written agreement of both parties, and after duly verifying the prevailing market rates of the items This extension will involve the process of acquiring quotations from across the board, and if the rates of the existing supplier found competitive than the contract may go for extension
- v) In the event of prejudicial actions to CHIP, this contract may also be terminated without prior written notification.
- vi) Prejudicial actions include, but are not limited to:
 - An action which could be damaging to CHIP's reputation and image,
 - An action which is in breach of local laws,
 - An action which could compromise CHIP's Presence.

Article 10. Dispute Settlement

- i) Shall a dispute rise between the two parties; they commit to settle it through negotiation.
- ii) Shall the negotiation fail, the legal Court of Justice is the only relevant legal authority to settle any legal case that could arise.
- iii) Shall either party start a legal action against the other, the English version of this contract is the only valid one in front of courts.

Article 11. Validation of the contract

This contract is made and signed in 2 (Two) original English copies.

After the read and understand of this agreement signed on behalf of the Supplier/Purchaser by

For the supplier

Name:

Position:

Date:

Signature:

For the CHIP

Name: **Lubna Hashmat**

Chief Executive Officer

Date:

Signature: