



### CONTRACT AGREEMENT

ARTICLE OF AGREEMENT is made on 24 day of July 2019

The Karachi Cantonment Board, the statutory body working under the Cantonment Act, 1924 through its Executive Officer, awarded the said contract to Mr. Zabta Khan (Khaksar Traders) holding CNIC No. 37101-1776517-1 having his office at House No. 6-A, Street No. 09, Sector-F, 8/3, Islamabad. (hereinafter called the Contractor).

WHEREAS THE BOARD, has agreed to authorize the Contractor vide C.B.R No. 04 dated 15-07-2019 to recover the Shop Board Tax from those categories who are running his business in the jurisdiction of Cantonment Board Karachi, for the period 01-07-2019 to 30-06-2020 in the lieu of the highest bid of Rs. 1,30,00,000/-, in addition to bear all the expenses for the rights of collection of Shop Board Tax at his risk and cost.

WHEREAS the contractor has paid a sum of Rs. 65,00,000/- at the time of auction and balance amount viz. Rs. 65,00,000/- in three (03) equal monthly installments of Rs. 21,66,667/- in shape of (03) post dated cheques before handing / taking over the charge of the said collection.

Now the parties hereto agree as follows:

- i) In case of single default in the payment of remaining balance amount, the Contractor shall be liable to pay Rs. 1,000/- per day as penalty, for 10 days only, and thereafter, the Executive Officer shall be fully competent to revoke the agreement and take over the charge from the Contractor at his risk and cost without responsibility and claim of any loss and damage.
- ii) The Contractor will charge/recover Shop Board Tax according to prescribed Shop Board Tax rates as per S.R.O No. 361(1)2018 dated 08-03-2018 as provided an award letter.





- iii) The contractor has deposited Rs. 10,00,000/- (Rupees Ten Lac) as security which will be retained by the Cantonment Board Karachi until completion of the contract and will be refunded after one month of the satisfactory completion of the contract. This amount may be forfeited at the discretion of the Executive Officer in case of failure on the part of the Contractor irrespective of and without prejudice to any other remedies they may put up/ provide for such failure.
- iv) This contract is subject to the provisions of the Cantonments Act, 1924 and Cantonments Account Code 1995, and other laws, bye laws resolutions of the Board and discretion of the Executive Officer.
- v) It will be the responsibility of the Contractor to comply with the instructions relating to the administration of the collection rights of Shop Board Tax.
- vi) All the staff detailed by the Contractor for recovery/collection of the Shop Board Tax will be in proper uniform at site after intimation to the KCB. The contractor or his representatives/employees will not be allowed to collect Shop Board Tax without authority letter granted by the Executive Officer in his name.
- vii) The Contractor shall not appoint such persons as his agents who are defaulters of any department or of the Boards without sanction approved by the Executive Officer.
- viii) The Contractor shall be responsible for payment of compensation to his workmen under the Workmen's Compensation Act, if applicable and as per directions of Executive Officer.
- ix) The Contractor shall be bound to provide/show the list of prescribed approved rates on the demand of Shop Board Tax payers with the prior approval of the Executive Officer.
- x) In case of any overcharging by the Contractor vis-à-vis the prescribed rates of Tax, fine up to Rs. 1000/- will be imposed upon the Contractor by the Executive Officer or any other official of KCB if so authorized by the CEO. In case of continuity of such practice by the Contractor, the Board may revoke the contract without any notice and take any other action as the circumstances so warrant.





- xi) The Contractor shall not, without the sanction of the Board in writing, assign, sublet, transfer the contract or any part thereof to any other party.
- xii) Upon expiry of contract, the Contractor, unless specifically not restrained by Executive Officer, will continue with the contract until arrangements for awarding the contract for next terms are made.
- xiii) Breach of one or more condition stipulated in the agreement shall render the agreement revocation, and in case it is so revoked the security amount deposited by the Contractor including security shall stand forfeited.
- xiv) In the event of revocation of contract, the contractor shall not be entitled to any compensation/damage whatsoever.
- xv) The Executive Officer or any official authorized by the Board or Executive Officer in this behalf shall have the authority to check and examine any receipt/record maintained by the contractor at any time to ensure that no unnecessary botheration/harassment cause to any Shop Board Tax payer.
- xvi) The Contractor or any person employed by him shall render all assistance and produce any document/record if required by the officer/official authorized by the CEO to conduct the examination.
- xvii) The Contractor shall obtain security passes from the Board which will under the law remain valid during the contract period. Any person found without a valid pass and working in connection with the realization of Shop Board Tax may be penalized in addition to criminal action, the Contractor shall bound to pay fine for each such default which may extend to Rs. 1000/- for each such lapse.
- xviii) In case of any dispute, or inconsistent interpretation of the covenants of this agreement, the Contractor shall approach the Director, Military Lands Cantonments Karachi Region; Karachi for arbitration and the Director, Military Lands Cantonments will decide the matter accordingly. The decision of the Director shall be final and binding.