

CONTRACT AGREEMENT NO. P. 752 /CA/AP-III/GAS GUNS/2020-21, DATED 2 / 3 /2021 FOR SUPPLY OF TEARGAS GUNS TO KHYBER PAKHTUNKHWA POLICE (REGULAR)

This contract agreement is made and entered into on <u>22/3 /2021</u> BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through <u>Inspector General of Police</u> (hereinafter referred as the "purchaser") which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the First part and <u>M/S Daud Sons Armoury (Pvt) Ltd.</u>

Plot No. 27-28A, Industrial Estate Kohat Road, Peshawar (Pakistan) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase <u>Teargas Guns</u> as per description, approved specification through legal, transparent and fair means in the interest of the Police Department.

AND WHEREAS the Second party has the specialty in manufacturing and supply of the <u>Teargas Guns</u> and is a registered unit under the law of Pakistan having its registered office at <u>Plot No. 27-28A</u>, <u>Industrial Estate Kohat Road</u>, <u>Peshawar</u> (<u>Pakistan</u>).

AND WHEREAS the First party invited tenders for supply of the <u>Teargas Guns</u> and the Second party, being a successful bidder has accepted the offer of the Government in lieu of the consideration mutually agreed and on such terms and condition as may be reflected in this agreement.

NOW, THEREFORE, BOTH THE PARTIES HEREBY AGREED AS FOLLOWS:

1. Commencement, Duration and Extension:-

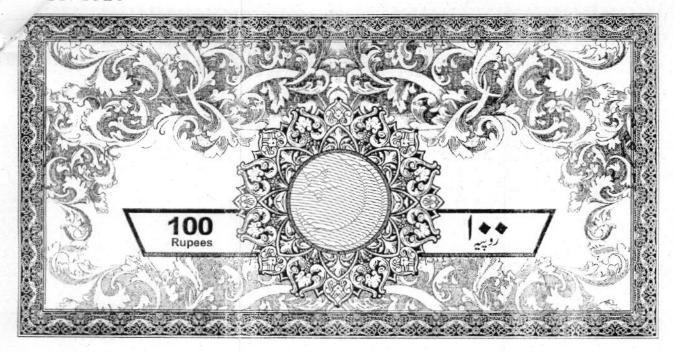
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the <u>Teargas Guns</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 or final execution of the agreement as the case may be.

2. Agreement Price and Product Specification:-

2.1 The agreement price for the current financial year 2020-21 and product particulars shall be as follows:-

S No.	Description of Arti	icles with Specification	Qty (Nos)	Unit Price	Total cost
1.	Teargas Gun Model/Caliber Overall Length Barrel Length Circumference of Bore Barrel Interior: Average Weight Sling Swivel Salety Pistol Grip/But Stock Single Shot Manually operated It should be ISO 9001 Certified. Firm must registered with Minis	37/38mm Year Gas Gun with high quality steel, (Rust and corvosion resistant) 73/mm (Approximate) 35/38mm Chrome plated 2.50 Kg (Approximate) 2 Nos. Mechanical Safety Lock High import synthetic polymer/walnut	200-Nos	Rs. 37,440/-	Rs. 7,488,000/- (Seven million four hundred eighty eight thousand only)





3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>Teargas Guns</u> and shall make payment on delivery of the item after successful inspection by the inspection committee of the Government.
- 3.2 Coordination with the Seller/Supplier and placing demand and payment.
- 3.3 Government will be responsible for placing the demand list to the Supplier.

4. Responsibility of the Seller/Supplier:-

- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be 60-Days from the date of signing the contract.
- 4.3 Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- 4.4 Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR.
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of 1-Years.
- 4.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.8 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.
- 4.9 The store will be delivered to Centralized Teargas Store at Malik Saad Shaheed Police Lines Peshawar.

Applicable Law:-

The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

6. Dispute Resolution:-

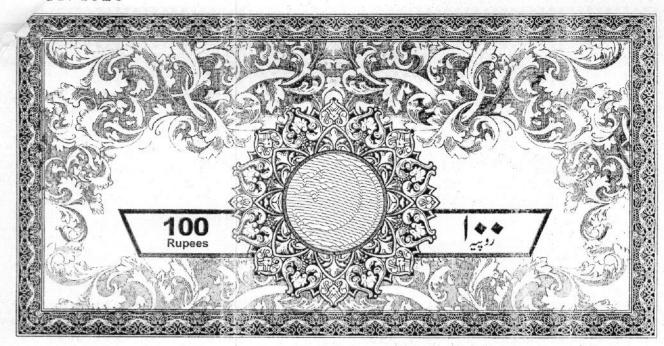
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single arbitrator to be appointed by each party.
- 6.3 In case the dispute could not be resolved by the arbitrators, as so appointed, the matter shall be referred for arbitration under the arbitration Act, 1940. The decision under the said Act, in respect of the dispute, shall be final and binding on both the Parties. The seat of arbitration shall be Peshawar.

7. Termination of Agreement:-

7.1 The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior written notice to terminate this agreement, in case supplier fails to deliver as per conditions of the contract.

7.2 Government can terminate the agreement when any change occur which, in the opinion of the Government, impair or vary significantly the terms and conditions of this agreement; and

Kohat Roa



- 7.3 Consequently upon the termination the Government or the Supplier, as the case may be, shall reimburse each other for any loss or damage arising out of the termination.
- 8. Notices:-
- Any notice given under the provisions of this agreement shall be in writing and if sent by registered mail, and shall be deemed to have been served on the following days i.e. date of posting, appropriately addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions thereof to the appropriate telex or fax number sent out below has been received.
- 9. Force Majeure:-
- The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.

For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

WITNESS AIG (F&P) CPO PESHAWAR Supplier
Name Haking Ud Din Daud
Designation : CEO
CNIC No : 17301-3919641-5

chat Read

Witness by Supplier W VN

F. Name : Julias Henry
CNIC No : 17301-7802322-3

عدد المعلق المع





CONTRACT AGREEMENT NO. P/ 42/ /CA/AP-III/HAND CUFFS/2020-21, DATED 17/ 3/2021 FOR SUPPLY OF HAND CUFFS TO KHYBER PAKHTUNKHWA POLICE (REGULAR)

This contract agreement is made and entered into on 17 / 3 /2021 BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through Inspector General of Police (hereinafter referred as the "purchaser") which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the First part and M/S Trade Line Corporation, Office No. 12, Mumtaz Tower Gulberg No. 2, Peshawar Cantt: (Pakistan) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase Hand Cuffs as per description, approved specification through legal, transparent and fair means in the interest of the Police Department.

AND WHEREAS the Second party has the specialty in manufacturing and supply of the Hand Cuffs and is a registered unit under the law of Pakistan having its registered office at Office No. 12, Mumtaz Tower Gulberg No. 2, Peshawar Cantt: (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Hand Cuffs and the Second party, being a successful bidder has accepted the offer of the Government in lieu of the consideration mutually agreed and on such terms and condition as may be reflected in this agreement.

NOW, THEREFORE, BOTH THE PARTIES HEREBY AGREED AS FOLLOWS:

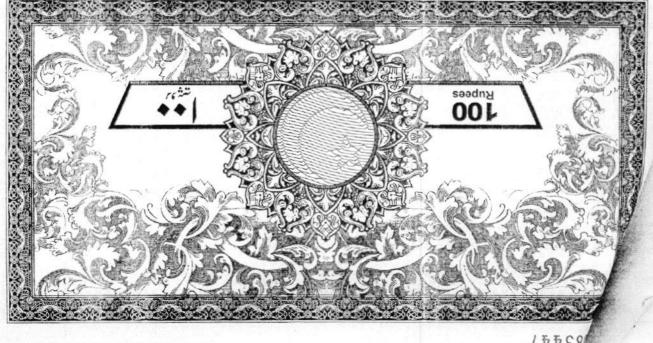
1. Commencement, Duration and Extension:-

- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the Hand Cuffs duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 or final execution of the agreement as the case may be.

2. Agreement Price and Product Specification:-

2.1 The agreement price for the current financial year 2020-21 and product particulars shall be as follows:-

S No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	Hand Cuffs Stainless Steel Grade 420-440 Quick Grip Double Safety Locks Double Safety Lever Ditched Jaws Chain Loop Length of chain: 4 ft & 6 inches Two Keys Carrying Case Weight = 0.60-1 kg Max Chain weight = 0.77 kg (upto) Three year warranty minimum Cutting Resistant	1000	Rs. 1,988/-	Rs. 1,988,000/- (One million nine hundred eighty eight thousand only)



li lo	he following are the responsibilities	L	
	esponsibility of the Government:-	\overline{R}	3.

Government shall place a demand for supply of Hand Cuffs and shall make payment on delivery of 1.5 ne Government.

Coordination with the Seller/Supplier and placing demand and payment. the item after successful inspection by the inspection committee of the Government.

Government will be responsible for placing the demand list to the Supplier. €.€ 2.5

Responsibility of the Seller/Supplier:-.4

Coordination with the Government in supply of the store. 1.4

especially Procurement Laws for the time being in force.

E.4 Completion of the delivery will be 90-Days from the date of signing the contract. 2.4

will be accepted only after successful inspection by Inspection Committee of the Government. The Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store

Supplier will be responsible for depositing performance security @ 10% of the total contract value in Inspection Committee may acquire the services of a suitable testing facility if so required.

warranty period of I-Years. Supplier will be responsible for removing the fault, repairing and replacing the defective store during

Government from time to time. Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the 9.4

In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per Government due to violation of terms and condition of the contract. Supplier will be responsible for payment of amount assessed by Government for damages suffered by

The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar. 67 month maximum up to 5% of the total contract price.

The Government as well as the Seller/Supplier shall undertake to comply with all the relevant Applicable Law:-.6

The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out 1.9 Dispute Resolution:-

In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall 2.9 of or in connection with this agreement.

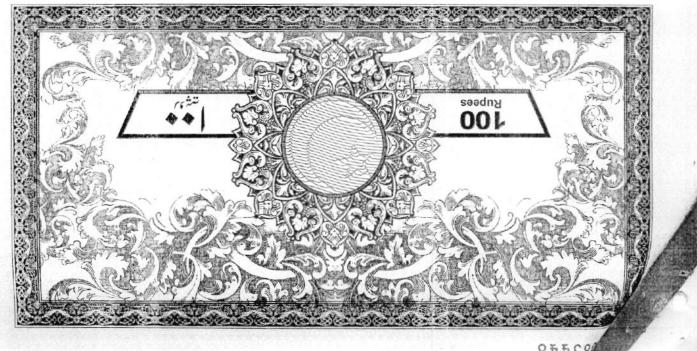
for arbitration under the arbitration Act, 1940. The decision under the said Act, in respect of the In case the dispute could not be resolved by the arbitrators, as so appointed, the matter shall be referred €.9 be referred to arbitration by a single arbitrator to be appointed by each party.

-13 -12. dispute, shall be final and binding on both the Parties. The seat of arbitration shall be Peshawar.

The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior wa 1.7 Termination of Agreement:-

2.7

Government can terminate the agreement when any change coment and Government, impair or vary significantly the terms and conditions of this agreement, and to terminate this agreement, in case supplier fails to deliver as per conditions of the contract



7.3 Consequently upon the termination the Government or the Supplier, as the case may be, shall reimburse each other for any loss or damage arising out of the termination.

Notices:

1.8

Any notice given under the provisions of this agreement shall be in writing and if sent by registered mail, and shall be deemed to have been served on the following days i.e. date of posting, appropriately addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions thereof to the appropriate telex or fax number sent out below has been received.

9. Force Majeure:9.1 The Parties shall a

The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.

CAIC No

Иате F. Иате

Supplier

Name

Sesignation : CEO

CAIC No : 17301-1338940-3

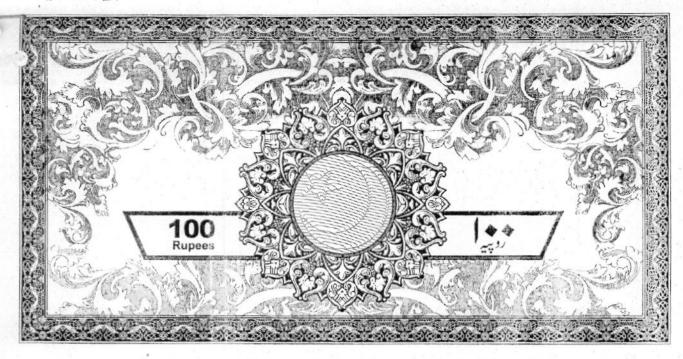
For and on behalt of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

VIC (F&P) CPO-PESHAWAR

COLUMN CO

bidA bemmaduM: 9-7804-64-10571:

bidA TRIMMA:



CONTRACT AGREEMENT NO. P/ 446 /CA/AP-III/GAS GUNS/2020-21, DATED 22/2 /2021 FOR SUPPLY OF TEARGAS GUNS TO KHYBER PAKHTUNKHWA POLICE (NMAS)

This contract agreement is made and entered into on 22/13/12021 BY AND BETWEEN the Governments of the Province of the Khyber Pakhtunkhwa, through *Inspector General of Polic (hereinafter referred as the "purchaser")* which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the First part and M/S Daud Sons Armoury (Pvt) Ltc Plot No. 27-28A, Industrial Estate Kohat Road, Peshawar (Pakistan) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase <u>Teargas Guns</u> as per description, approve specification through legal, transparent and fair means in the interest of the Police Department.

AND WHEREAS the Second party has the specialty in manufacturing and supply of th <u>Teargas Guns</u> and is a registered unit under the law of Pakistan having its registered office at <u>Plot No. 27</u> 28A, Industrial Estate Kohat Road, Peshawar (Pakistan).

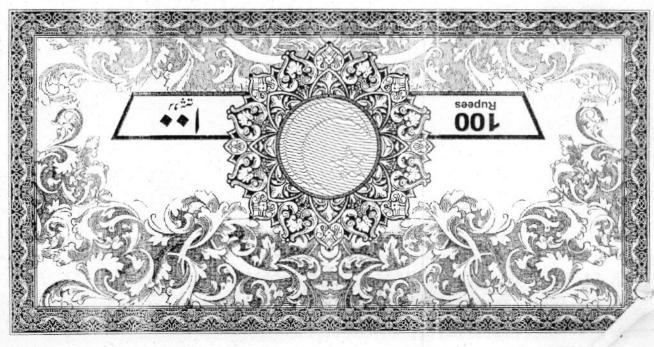
AND WHEREAS the First party invited tenders for supply of the <u>Teargas Guns</u> and th Second party, being a successful bidder has accepted the offer of the Government in lieu of the consideratio mutually agreed and on such terms and condition as may be reflected in this agreement.

NOW, THEREFORE, BOTH THE PARTIES HEREBY AGREED AS FOLLOWS:

- 1. Commencement, Duration and Extension:-
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the <u>Teargas Guns</u> duly agreed during proceedings as pe description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 or final execution of the agreement as the case may be.
- 2. Agreement Price and Product Specification:-
- 2.1 The agreement price for the current financial year 2020-21 and product particulars shall be as follows:-

S No.	Description of Arti	icles with Specification	Qty (Nos)	Unit Price	Total cost
	Teargas Gun Model/Caliber Overall Length Barrel Length Circumference of Bore Barrel interior:	37 S8mm Tear Gas Sun with high quality steel, (Fust and compsion resistant) 73 mm (Approximate) 38 Smm (Approximate) 37 S8mm. Chrome piated	Qty (Nos)		Rs. 10,296,000/-
1.	Average Weight Sling Swivel Safety Pistol Grip/But Stock Single Shot Manually operated It should be ISO 9001 Certified. Firm must registered with Minis	2.50 kg (Approximate) 2 kgs. Mischanical Safety Look High import synthetic polymer/walnut thy of Defence for manufacture of these items.	2/5-Nos	Rs. 37,440/-	(Ten million two hundred ninety six thousand only)

Kohat Road Peshasiar



esponsibilities	the r	following are	The	
-:tnomarovo) əqi j	to viilidisnoo	Res	3.

The following are the responsibilities of the Government.

3.1 Government shall place a demand for supply of Teargas Guns and shall make payment on delivery of the item after successful inspection by the inspection committee of the Government.

Ocordination with the Sellet/Supplier and placing demand and payment.

3.3 Government will be responsible for placing the demand list to the Supplier.
3.3

4. Responsibility of the Seller/Supplier:-

4.1 Coordination with the Government in supply of the store.

especially Procurement Laws for the time being in force.

4.2 Completion of the delivery will be 60-Days from the date of signing the contract.

4.3 Supplier will supply the store for Inspection by the Inspection Committee of the

4.3 Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.

Inspection Committee may acquire the services of a suitable testing facility it so required.

4.4 Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR.

Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of <u>I-Years</u>.

Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.

Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.

In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per 4.8

month maximum up to 5% of the total contract price.

The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar.

5. Applicable Law:The Government as well as the Seller/Supplier shall undertake to comply with all the relevant

2.7

6.1 Dispute Resolution:
The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising our

6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.

6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single arbitrator to be appointed by each party.

6.3 In case the dispute could not be resolved by the arbitrators, as so appointed, the matter shall be referred

In case the dispute could not be resolved by the arbitrators, as so appointed, the matter shall be referred for arbitration under the arbitration Act, 1940. The decision under the said Act, in respect of the dispute, shall be final and binding on both the Parties. The seat of arbitration shall be Peshawar.

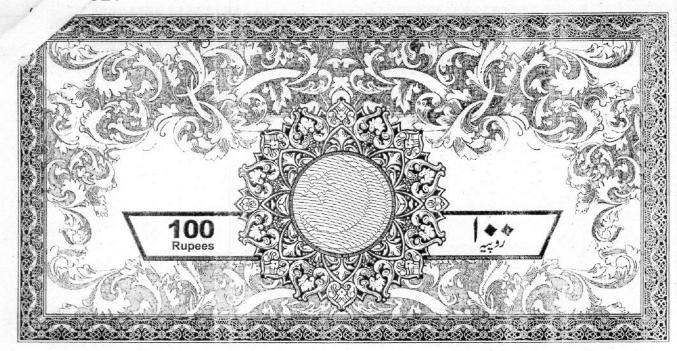
Termination of Agreement:-

7.1 The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior written notice to terminate this agreement, in case supplier fails to deliver as per conditions of the contract

to terminate this agreement, in case supplier fails to deliver as per conditions of the contract.

Government, impair or vary significantly the terms and conditions of this agreement; and





- 7.3 Consequently upon the termination the Government or the Supplier, as the case may be, shall reimburse each other for any loss or damage arising out of the termination.
- 8. Notices:-
- Any notice given under the provisions of this agreement shall be in writing and if sent by registered mail, and shall be deemed to have been served on the following days i.e. date of posting, appropriately addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions thereof to the appropriate telex or fax number sent out below has been received.
- 9. Force Majeure:-
- The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.

For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

WITNESS
AIG (F&P) CPO PESHAWAR

Supplier Name Hakim Ud Din Daud

Designation : CEO

CNIC No : 17301-3919641-5



Witness by Supplier

Name : William Henry
F. Name : Julias Henry

CNIC No : 17301-7802322-3





EOR SUPPLY OF HAND CUFFS TO KHYBER PAKHTUNKHWA POLICE (NMAS) CAACAER SUPPLY OF HAND CUFFS TO KHYBER PAKHTUNKHWA POLICE (NMAS)

context requires, include his successor-in-interest, representative and assignee of the second part. No. 12, Mumtaz Tower Gulberg No. 2, Peshawar Cantt: (Pakistan) which expression shall whenever the successor-in-interest, representative and assignee of the First part and M/S Trade Line Corporation, Office (hereinafter referred as the "purchaser") which expression shall whenever the context requires, include his the Governments of the Province of the Khyber Pakhtunkhwa, through Inspector General of Police This contract agreement is made and entered into on 17 / 3 /2021 BY AND BETWEEN,

specification through legal, transparent and fair means in the interest of the Police Department. Whereas the First party desirous to purchase Hand Cuffs as per description, approved

Cuffs and is a registered unit under the law of Pakistan having its registered office at Office No. 12, Mumtaz AND WHEREAS the Second party has the specialty in manufacturing and supply of the Hand

Tower Gulberg No. 2, Peshawar Cantt: (Pakistan).

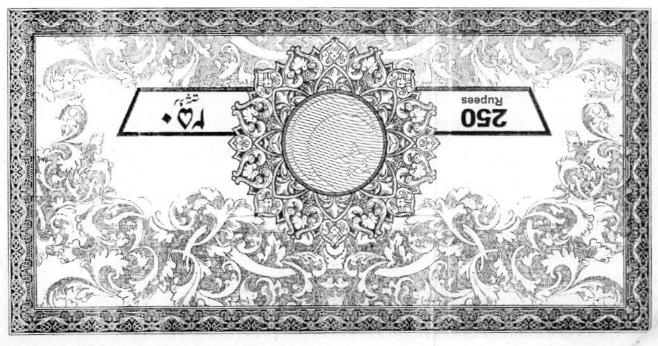
agreed and on such terms and condition as may be reflected in this agreement. party, being a successful bidder has accepted the offer of the Government in lieu of the consideration mutually AND WHEREAS the First party invited tenders for supply of the Hand Cuffs and the Second

NOW, THEREFORE, BOTH THE PARTIES HEREBY AGREED AS FOLLOWS:

- Commencement, Duration and Extension:-
- This agreement shall be for supply of the Hand Cuffs duly agreed during proceedings as per 2.1 This agreement shall come into force on the date on which both the parties sign the agreement. 1.1
- This agreement shall be valid for financial year 2020-21 or final execution of the agreement as the case may be. description and approved sample / specification.

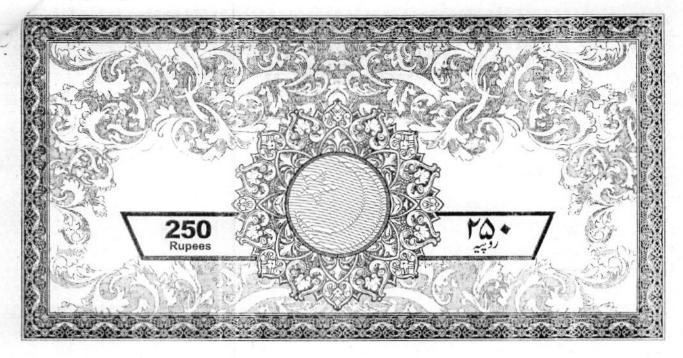
- 1		3 2			
				Hand Cuffs	
	Total cost	Unit Price	Qty	S No. Description of Articles with Specification	
-:swollo	particulars shall be as f	21 and product	n. 5050-	The agreement price for the current financial year	. 1.2
				Agreement Price and Product Specification:-	.7

Sinto I	Re. 2.982,000A	Fs. 1,988/-	00SI	Stainless Steel Grade 420-440 Quick Grip Double Safety Locks Ditched Jaws Chain Loop Length of chain: 4 ft & 6 inches Weight = 0.60-1 kg Max Weight = 0.60-1 kg Max Three year warranty minimum Three year warranty minimum	
	1500 1810 1	OHIL PTICE	610	Secription of Articles with Specification	9 140° D



- Responsibility of the Government:-
- the item after successful inspection by the inspection committee of the Government. Government shall place a demand for supply of Hand Cuffs and shall make payment on delivery of 1.5 The following are the responsibilities of the Government.

- Coordination with the Seller/Supplier and placing demand and payment. 3.2
- Government will be responsible for placing the demand list to the Supplier. €. €
- Responsibility of the Seller/Supplier:-.4
- Completion of the delivery will be 75-Days from the date of signing the contract. 2.4 Coordination with the Government in supply of the store. 1.4
- will be accepted only after successful inspection by Inspection Committee of the Government. The Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store 8.4
- Supplier will be responsible for depositing performance security @ 10% of the total contract value in Inspection Committee may acquire the services of a suitable testing facility if so required.
- Supplier will be responsible for removing the fault, repairing and replacing the defective store during shape of CDR.
- Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the 9.4 warranty period of I-Years.
- Supplier will be responsible for payment of amount assessed by Government for damages suffered by L.A Government from time to time.
- In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per Government due to violation of terms and condition of the contract.
- The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar. 67 month maximum up to 5% of the total contract price.
- Applicable Law:-.6
- especially Procurement Laws for the time being in force. The Government as well as the Seller/Supplier shall undertake to comply with all the relevant
- The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out 1.9 Dispute Resolution:-.9
- be referred to arbitration by a single arbitrator to be appointed by each party. In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall 2.9 of or in connection with this agreement.
- dispute, shall be final and binding on both the Parties. The seat of arbitration shall be Pesha for arbitration under the arbitration Act, 1940. The decision under the said, Act, in restrict of the In case the dispute could not be resolved by the arbitrators, as so appointed, the matter shall be referred
- The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior within notice 1.7 Termination of Agreement:-
- Government, impair or vary significantly the terms and conditions of this agreement, and Government can terminate the agreement when any change occur which, in the opinion of 2.7 to terminate this agreement, in case supplier fails to deliver as per conditions of the confised.



- 7.3 Consequently upon the termination the Government or the Supplier, as the case may be, shall reimburse each other for any loss or damage arising out of the termination.
- 8. Notices:-
- Any notice given under the provisions of this agreement shall be in writing and if sent by registered mail, and shall be deemed to have been served on the following days i.e. date of posting, appropriately addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions thereof to the appropriate telex or fax number sent out below has been received.
- 9. Force Majeure:-
- The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.

For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

WITNESS AIG (F&P) CPO PESHAWAR Supplier

Name : Zeeshan Ahmad

Designation : CEO

CNIC No : 17301-1338940-3

المرادة المرا



Witness by Supplier

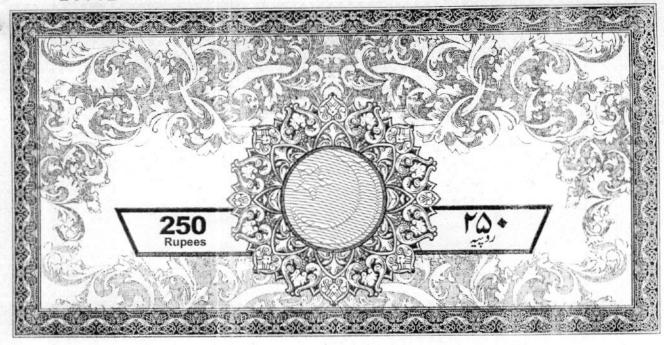
Name : Ammar Abid F. Name : Muhammad Abid

CNIC No : 17301-4934087-9









CONTRACT AGREEMENT NO. P. 416 /CA/AP-HI/FLANNEL CHINDI/2020-21, DATED 17/03/2021 FOR SUPPLY OF FLANNEL CHINDI TO KHYBER PAKHTUNKHWA POLICE (NMAs)

This contract agreement is made and entered into on 17 103 12021 BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through Inspector General of Police (hereinafter referred as the "purchaser") which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the First part and M/S Hafeez Enterprises, LG-140 Deans Trade Center, Peshawar Cantt: (Pakistan) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase <u>Flannel Chindi</u> as per description, approved specification through legal, transparent and fair means in the interest of the Police Department.

AND WHEREAS the Second party has the specialty in manufacturing and supply of the <u>Flannel Chindi</u> and is a registered unit under the law of Pakistan having its registered office at <u>LG-140 Deans</u> <u>Trade Center</u>, <u>Peshawar Cantt:</u> (Pakistan).

AND WHEREAS the First party invited tenders for supply of the <u>Flannel Chindi</u> and the Second party, being a successful bidder has accepted the offer of the Government in lieu of the consideration mutually agreed and on such terms and condition as may be reflected in this agreement.

NOW, THEREFORE, BOTH THE PARTIES HEREBY AGREED AS FOLLOWS:

- Commencement, Duration and Extension:-
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the <u>Flannel Chindi</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 or final execution of the agreement as the case may be.
- 2. Agreement Price and Product Specification:-
- 2.1 The agreement price for the current financial year 2020-21 and product particulars shall be as follows:-

S No. Des	Description of Articles with Specification		Unit Price	Total cost
1. • 1	Material Flannel fabric Weight 130 to 140 Gsm Design Red Stripes Throughout Size 4 Inch Width - 25 Meter Roll Packing Packed in cartons	50000	Rs. 14/- Per meter	Rs. 700,000/- (Seven hundred thousand only)

3. Responsibility of the Government:-

The following are the responsibilities of the Government.

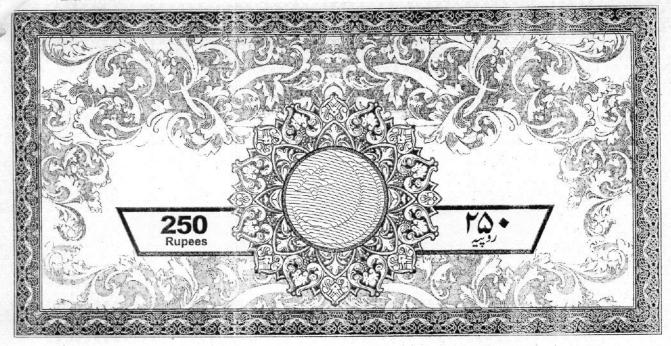
3.1 Government shall place a demand for supply of <u>Flannel Chindi</u> and shall make payment on delivery of the inspection committee of the Government.

Coordination with the Seller/Supplier and placing demand and payment.

3.3 Covernment will be responsible for placing the demand list to the Supplier.

B-3 Khair Muhammad Piasa Oppwine State Bank 8-A Suddar Road Peshawar 0348-8390978, Ph:091-5284684

02 MAR 2321 Solemniy Athirm pelore ma



4. Responsibility of the Seller/Supplier:-

- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be <u>60-Days</u> from the date of signing the contract.
- 4.3 Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- 4.4 Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR.
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of <u>1-Years</u>.
- 4.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.8 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.
- 4.9 The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar.

5. Applicable Law:-

The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

6. Dispute Resolution:-

- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single arbitrator to be appointed by each party.
- 6.3 In case the dispute could not be resolved by the arbitrators, as so appointed, the matter shall be referred for arbitration under the arbitration Act, 1940. The decision under the said Act, in respect of the dispute, shall be final and binding on both the Parties. The seat of arbitration shall be Peshawar.

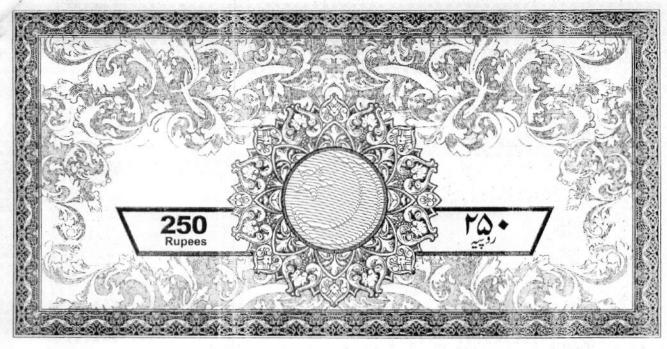
7. Termination of Agreement:-

- 7.1 The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior written notice to terminate this agreement, in case supplier fails to deliver as per conditions of the contract.
- 7.2 Government can terminate the agreement when any change occur which, in the opinion of the Government, impair or vary significantly the terms and conditions of this agreement; and
- 7.3 Consequently upon the termination the Government or the Supplier, as the case may be shall reimburse each other for any loss or damage arising out of the termination.

8. Notices:

8.1 Any notice given under the provisions of this agreement shall be in writing and if sent by registered mail, and shall be deemed to have been served on the following days i.e. date of posting appropriately addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions thereof to the appropriate telex or fax number sent out below has been received.

HAFEEZ ENTERPRISES B-3 Kbair Muhammad Pluza Opposite State Bank 8-A Saddist Road Peshawar 8345-8598978, Ph:091-5284654



9. Force Majeure:-

The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.

For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

WITNESS

AIG (F&P) CPO PESHAWAR

HAFEEZ ENTERPRISES
B-3 Khair Muharamad Plaza
Opposite State Bank 8-A Saddar
Royal Penhaway

Supplier Name

: Abdul Basir Ihsan

Designation : CEO

CNIC No : 17201-9777738-7

PAKISTAN States States

Witness by Supplier

Name : Abdul Ghaffar Ihsan

F. Name : Ihsan ul Wadood Khattak

CNIC No : 17201-6217981-3





