

**CONTRACT AGREEMENT NO. P/ 452 /CA/AP-III/GAS GUNS/2020-21, DATED 22/3 /2021  
FOR SUPPLY OF TEARGAS GUNS TO KHYBER PAKHTUNKHWA POLICE (REGULAR)**

This contract agreement is made and entered into on 22/3 /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 Daud Sons Armoury (Pvt) Ltd, 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 Teargas Guns 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 Teargas Guns and is a registered unit under the law of Pakistan having its registered office at Plot No. 27-28A, Industrial Estate Kohat Road, Peshawar (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Teargas Guns 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:-**

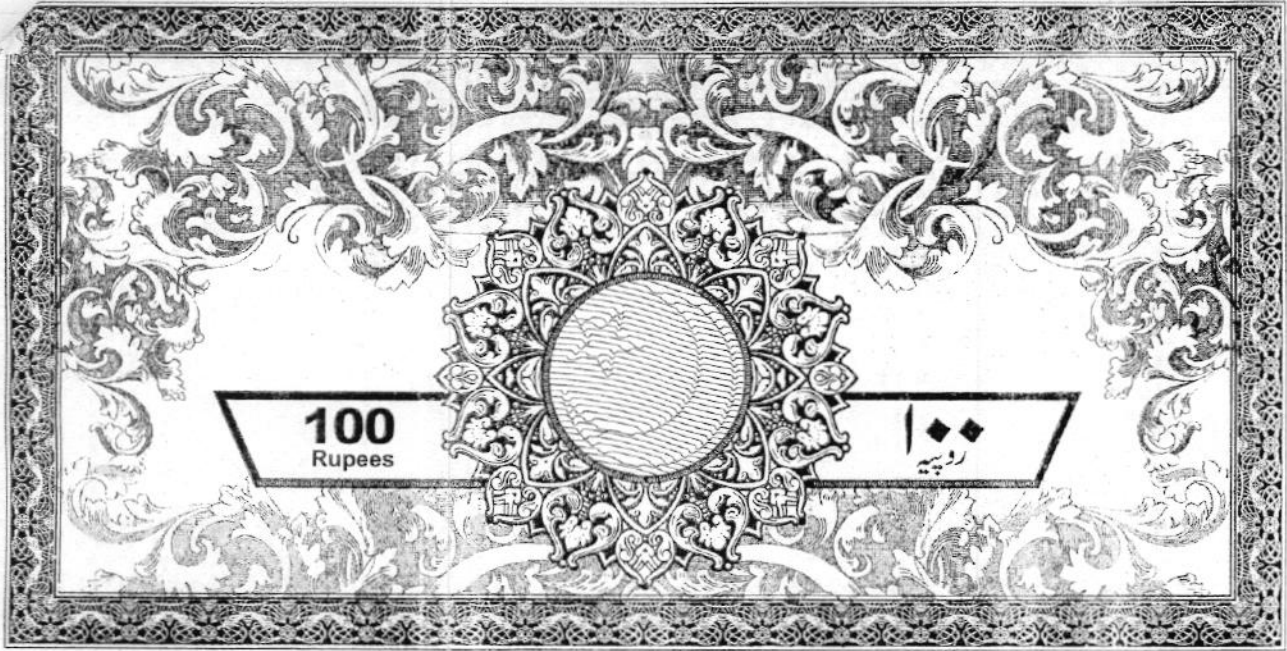
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the Teargas Guns duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 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 (Nos)	Unit Price	Total cost	
1.	<b>Teargas Gun</b>	200-Nos	Rs. 37,440/-	Rs. 7,488,000/- (Seven million four hundred eighty eight thousand only)	
	• Model / Caliber				37/38mm Teer Gas Gun with high quality steel, (Rust and corrosion resistant)
	• Overall Length				737mm (Approximate)
	• Barrel Length				355mm (Approximate)
	• Circumference of Bore				37/38mm
	• Barrel interior:				Chrome plated
	• Average Weight				2.50 Kg (Approximate)
	• Sling Swivel				2 Nos.
	• Safety				Mechanical Safety Lock
	• Pistol Grip/But Stock				High import synthetic polymer/walnut
	• Single Shot Manually operated				
• It should be ISO 9001 Certified.					
• Firm must registered with Ministry of Defence for manufacture of these items.					





3. **Responsibility of the Government:-**

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.
- 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.

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.

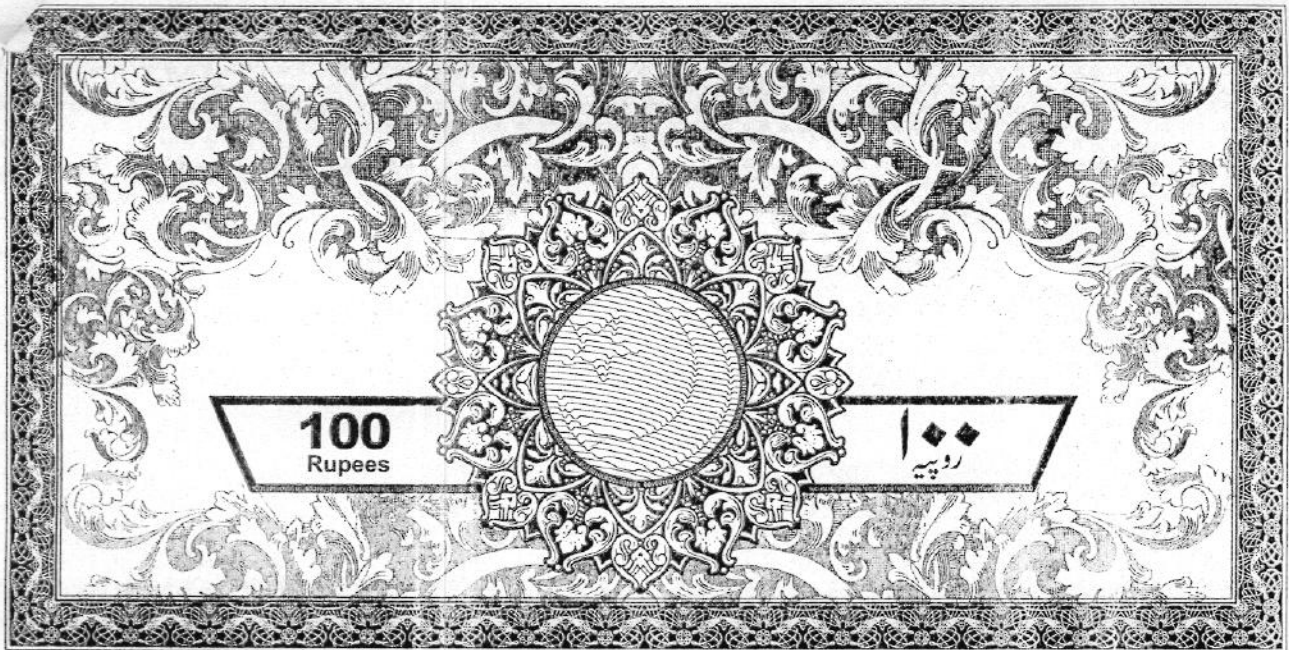
6. **Dispute Resolution:-**

- 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





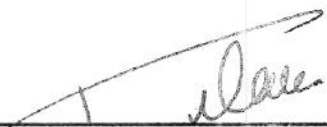
7.3 Consequently upon the termination the Government or the Supplier, as the case may be, shall reimburse each other for any loss or damage arising out of the termination.


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.

9. **Force Majeure:-**

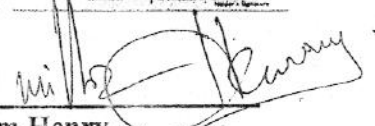
9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. 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.

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

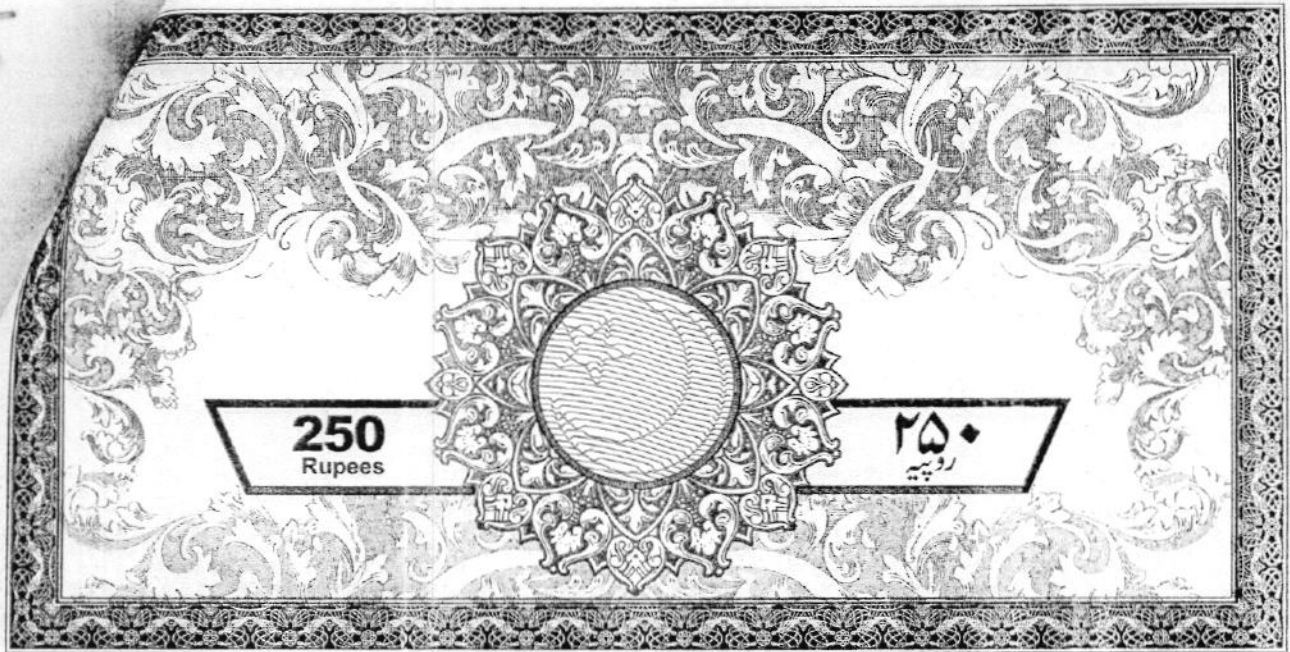
  
\_\_\_\_\_  
**Supplier**  
Name : **Hakim Ud Din Daud**  
Designation : **CEO**  
CNIC No : **17301-3919641-5**



  
\_\_\_\_\_  
WITNESS  
AIG (F&P) CPO PESHAWAR

  
\_\_\_\_\_  
**Witness by Supplier**  
Name : **William Henry**  
F. Name : **Julius Henry**  
CNIC No : **17301-7802322-3**





**CONTRACT AGREEMENT NO. P/421 /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:-**

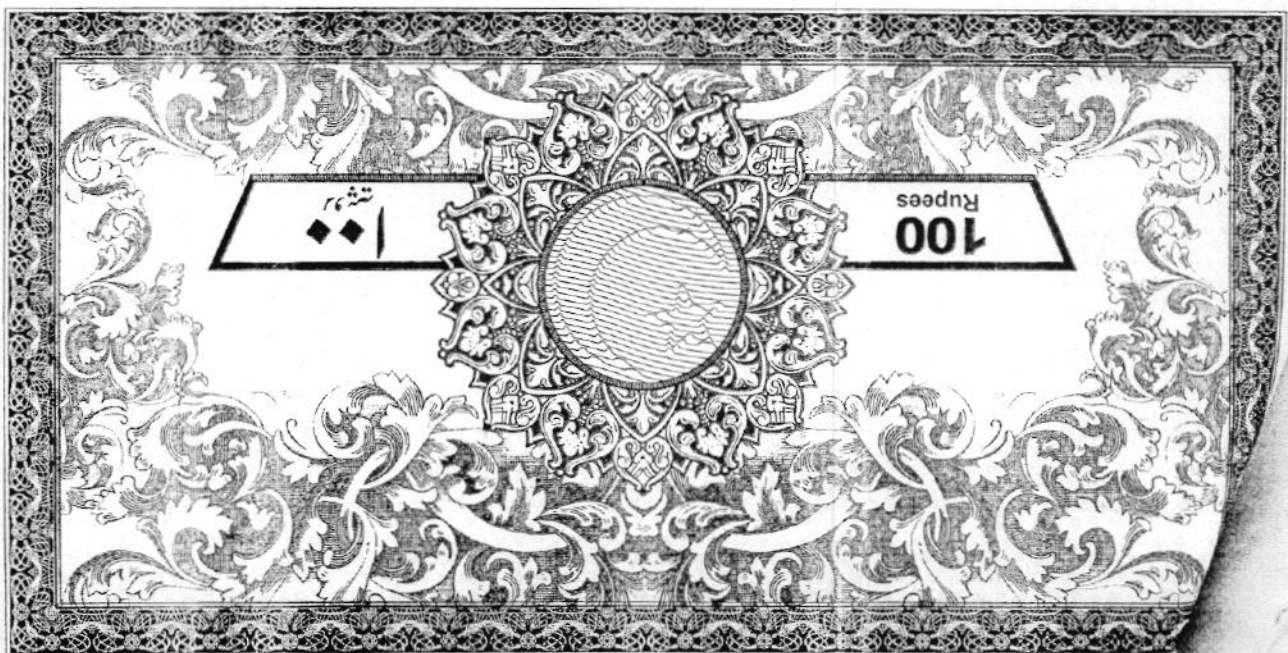
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the Hand Cuffs duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 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.	<u>Hand Cuffs</u> <ul style="list-style-type: none"> <li>• Stainless Steel Grade 420-440</li> <li>• Quick Grip</li> <li>• Double Safety Locks</li> <li>• Double Safety Lever</li> <li>• Ditched Jaws</li> <li>• Chain Loop</li> <li>• Length of chain: 4 ft &amp; 6 inches</li> <li>• Two Keys</li> <li>• Carrying Case</li> <li>• Weight = 0.60-1 kg Max</li> <li>• Chain weight = 0.77 kg (upto)</li> <li>• Three year warranty minimum</li> <li>• Cutting Resistant</li> </ul>	1000	Rs. 1,988/-	Rs. 1,988,000/- (One million nine hundred eighty eight thousand only)





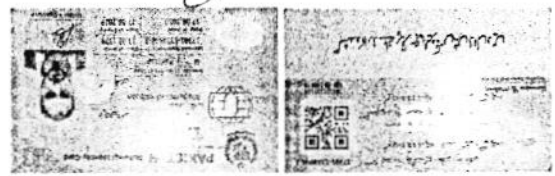
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3. **Responsibility of the Government:-**  
The following are the responsibilities of the Government.  
3.1 Government shall place a demand for supply of **Hand Cuffs** and shall make payment on delivery of the item after successful inspection by the 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 **90-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 Godown at Malik Saad Shahed 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

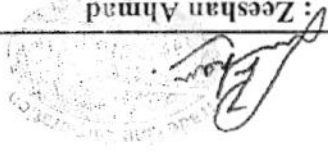




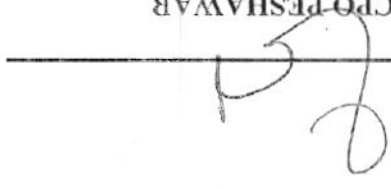
Witness by Supplier  
 Name : Ammar Abid  
 F. Name : Muhammad Abid  
 CNIC No : 17301-4934087-9



Supplier  
 Name : Zeshan Ahmad  
 Designation : CEO  
 CNIC No : 17301-1338940-3



WITNESS  
 AIG (F&P) CPO PESHAWAR



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



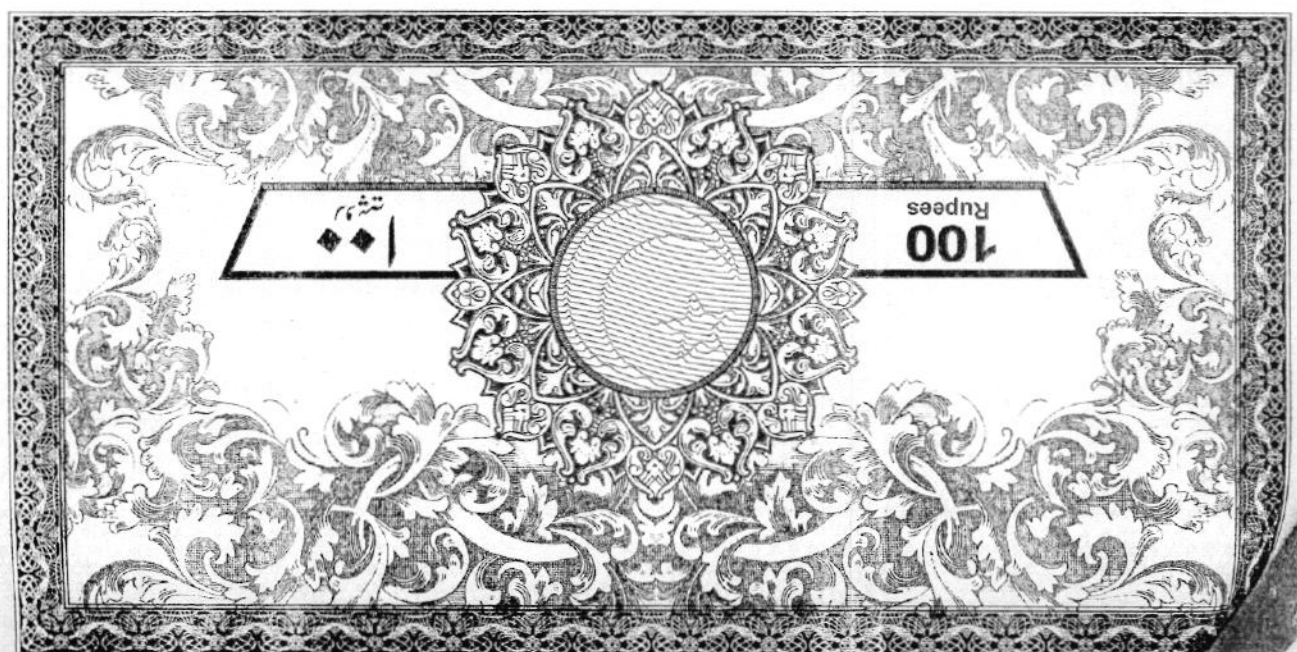
9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. 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.

**Force Majeure:-**

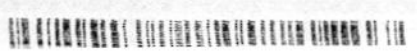
8.1 Any notice given under the provisions of this agreement shall be in writing and if sent by registered mail, and shall be deemed to have been served on the following days i.e. date of posting, appropriately addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions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

**Notices:-**

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.



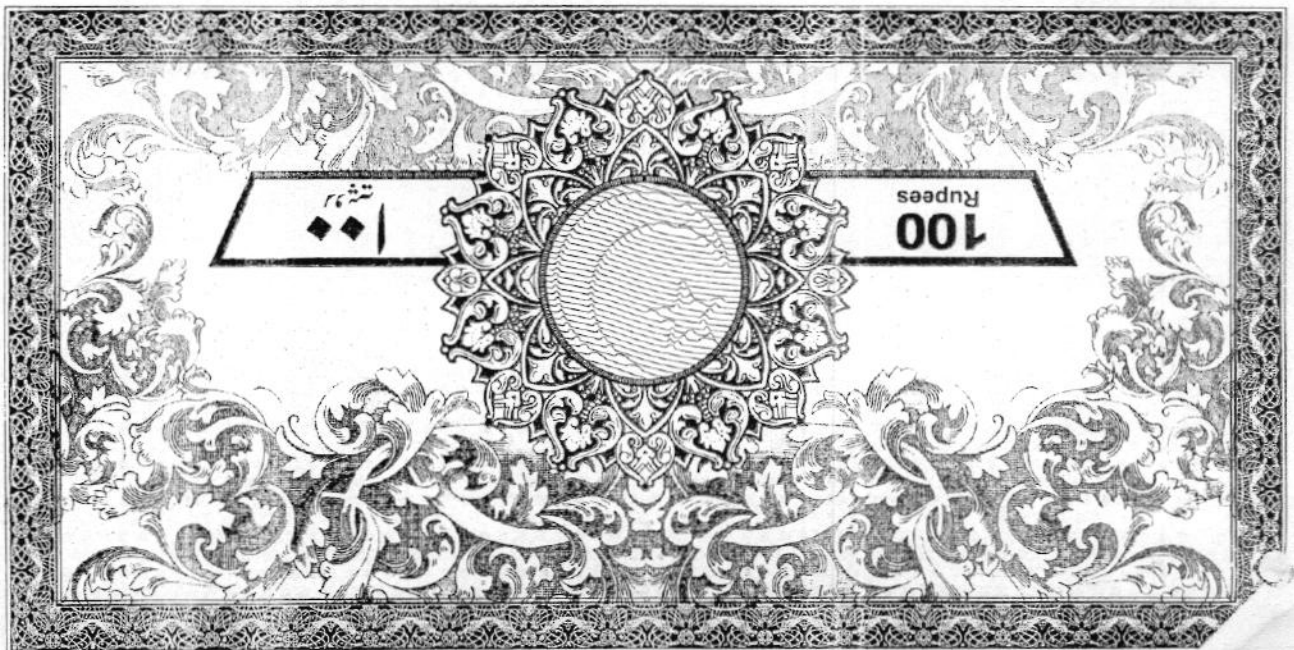
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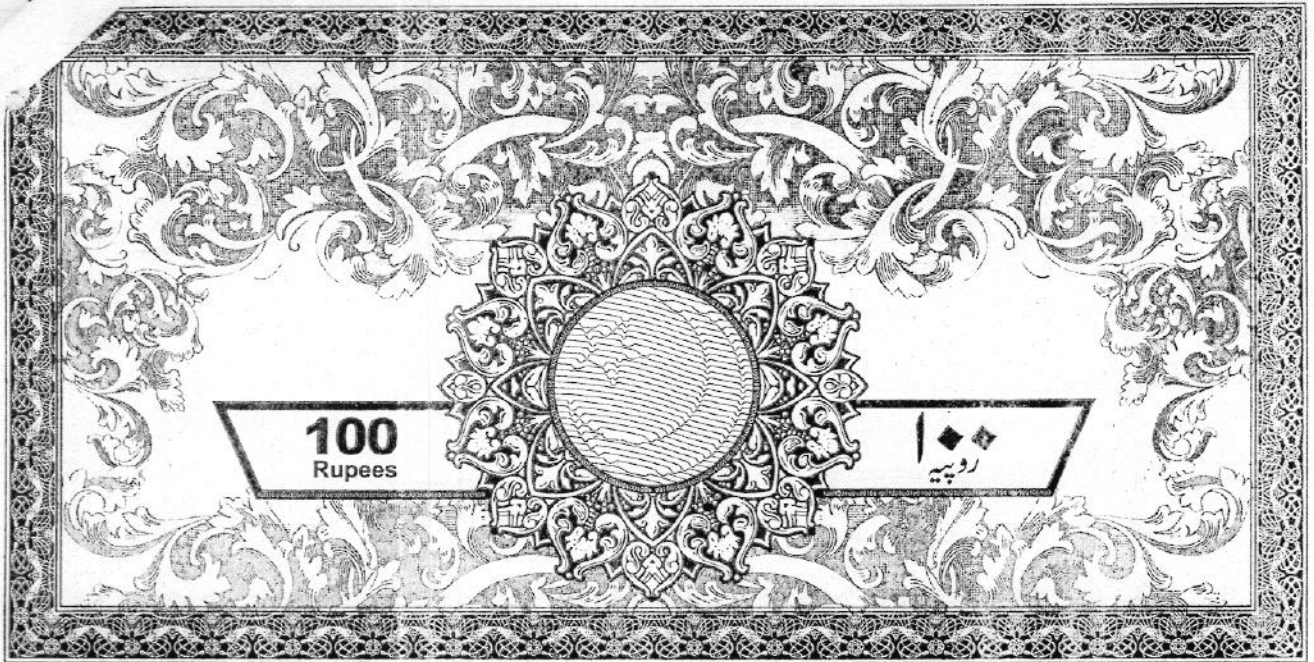




3. **Responsibility of the Government:-**  
 The following are the responsibilities of the Government.  
 3.1 Government shall place a demand for supply of **Targas Guns** and shall make payment on delivery of the item after successful inspection by the inspection committee of the Government.  
 3.2 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 Godown at Malik Saad Shahed 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:-**

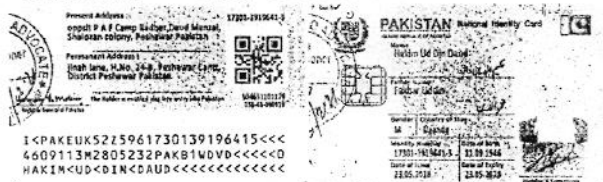
8.1 Any notice given under the provisions of this agreement shall be in writing and if sent by registered mail, and shall be deemed to have been served on the following days i.e. date of posting, appropriately addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions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


9. **Force Majeure:-**

9.1 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

**Supplier**  
Name :  Hakim Ud Din Daud  
Designation : CEO  
CNIC No : 17301-3919641-5



  
WITNESS  
AIG (F&P) CPO PESHAWAR

**Witness by Supplier**  
Name : William Henry  
F. Name : Julius Henry  
CNIC No : 17301-7802322-3





S No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	<ul style="list-style-type: none"> <li>Hand Cuffs</li> <li>Stainless Steel Grade 420-440</li> <li>Quick Grip</li> <li>Double Safety Locks</li> <li>Double Safety Lever</li> <li>Ditched Jaws</li> <li>Chain Loop</li> <li>Length of chain: 4 ft &amp; 6 inches</li> <li>Two Keys</li> <li>Carrying Case</li> <li>Weight = 0.60-1 kg Max</li> <li>Chain weight = 0.77 kg (upto)</li> <li>Three year warranty minimum</li> <li>Cutting Resistant</li> </ul>	1500	Rs. 1,988/-	Rs. 2,982,000/- (Two million nine hundred eighty two thousand only)

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:-

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

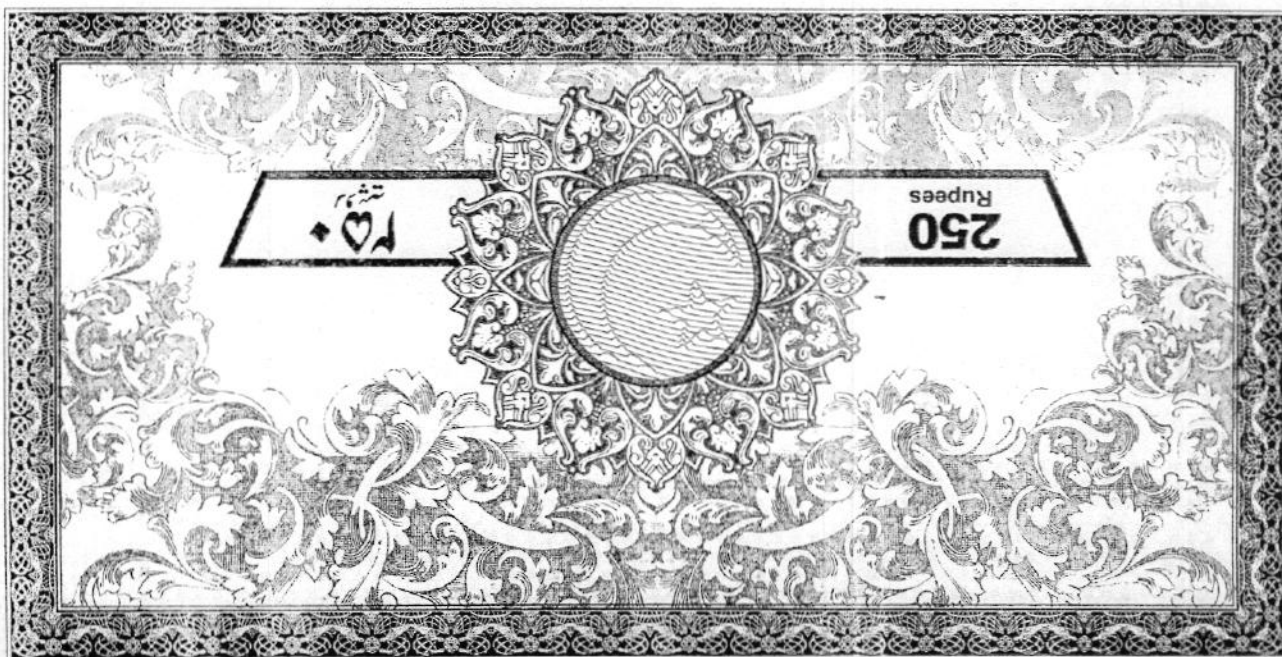
AND WHEREAS the First party invited tenders for supply of the Hand Cuffs and the Second party, being a successful bidder has accepted the offer of the Government in lieu of the consideration mutually agreed and on such terms and condition as may be reflected in this agreement.

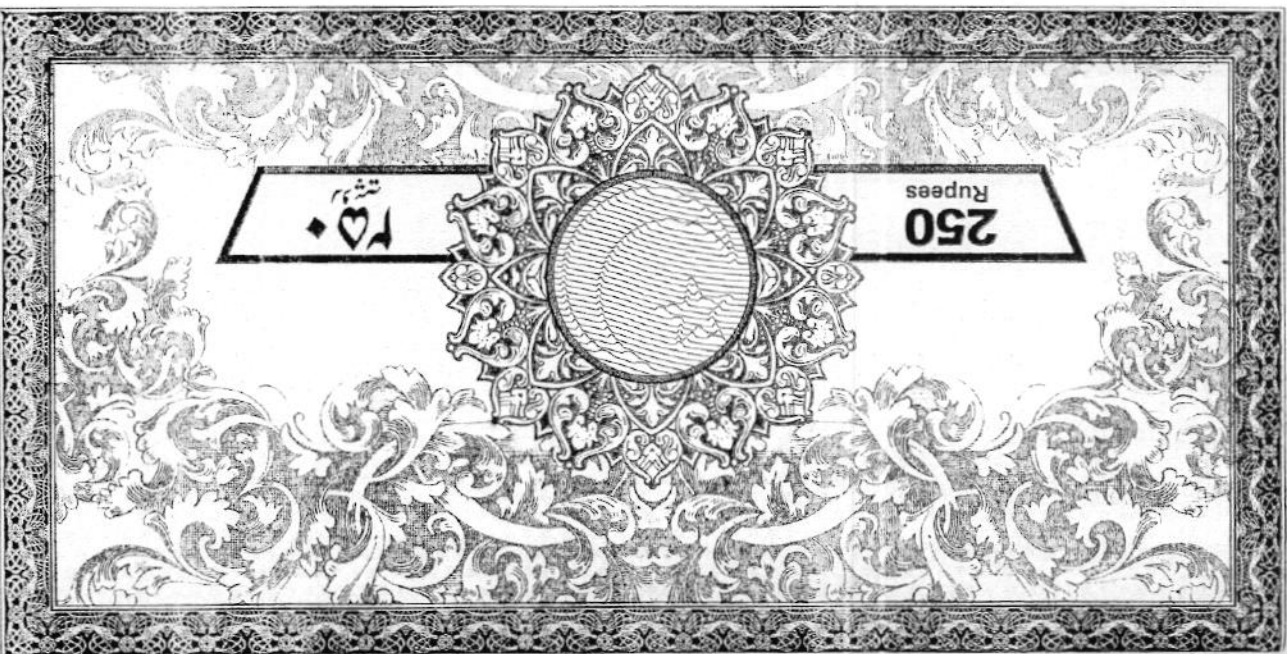
AND WHEREAS the Second party has the specialty in manufacturing and supply of the Hand Cuffs and is a registered unit under the law of Pakistan having its registered office at Office No. 12, Mumtaz Tower Gulberg No. 2, Peshawar Cantt: (Pakistan).

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.

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 Governments of the Province of the Khyber Pakhtunkhwa, through Inspector General of Police BY AND BETWEEN, This contract agreement is made and entered into on 17/3/2021 BY AND BETWEEN,

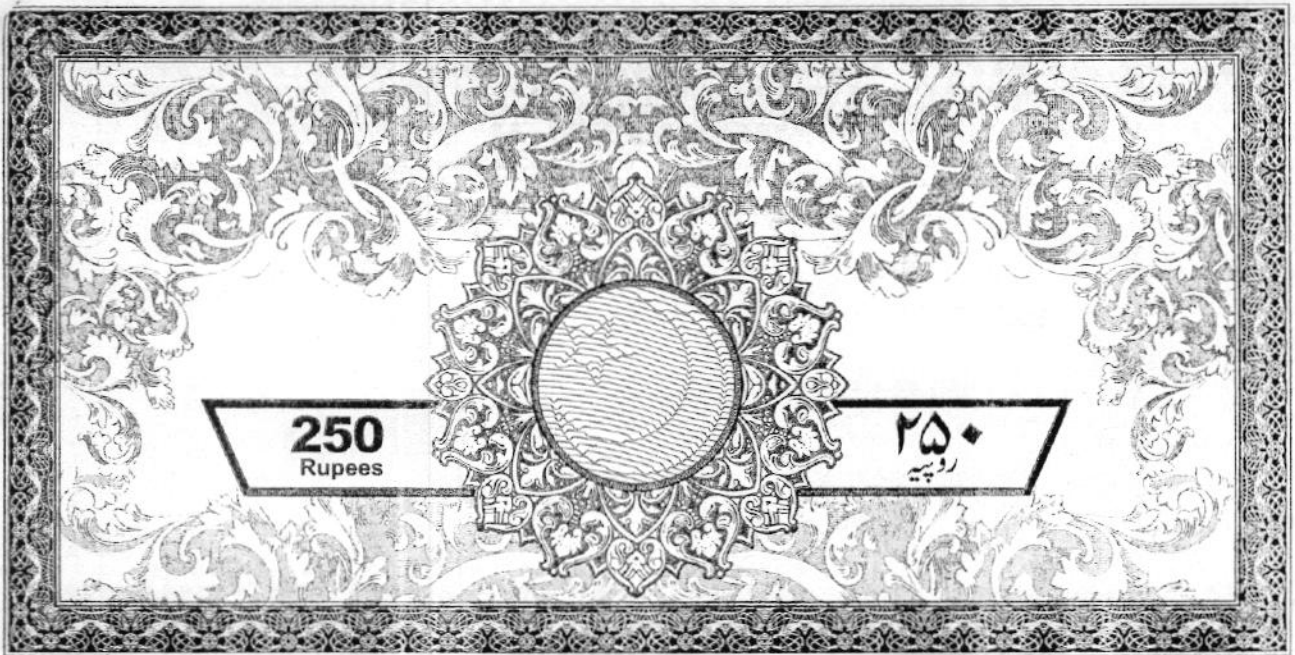
CONTRACT AGREEMENT NO. P/ 486 /CA/AP-III/HAND CUFFS/2020-21, DATED 17/3/2021 FOR SUPPLY OF HAND CUFFS TO KHYBER PAKHTUNKHWA POLICE (NMA5)





3. **Responsibility of the Government:-**  
The following are the responsibilities of the Government.  
3.1 Government shall place a demand for supply of **Hand Cuffs** 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 **75-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.  
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4.9 The store will be delivered to Centralized Godown at Malik Saad Shahed 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.
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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.
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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.

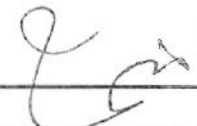
9. **Force Majeure:-**

9.1 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

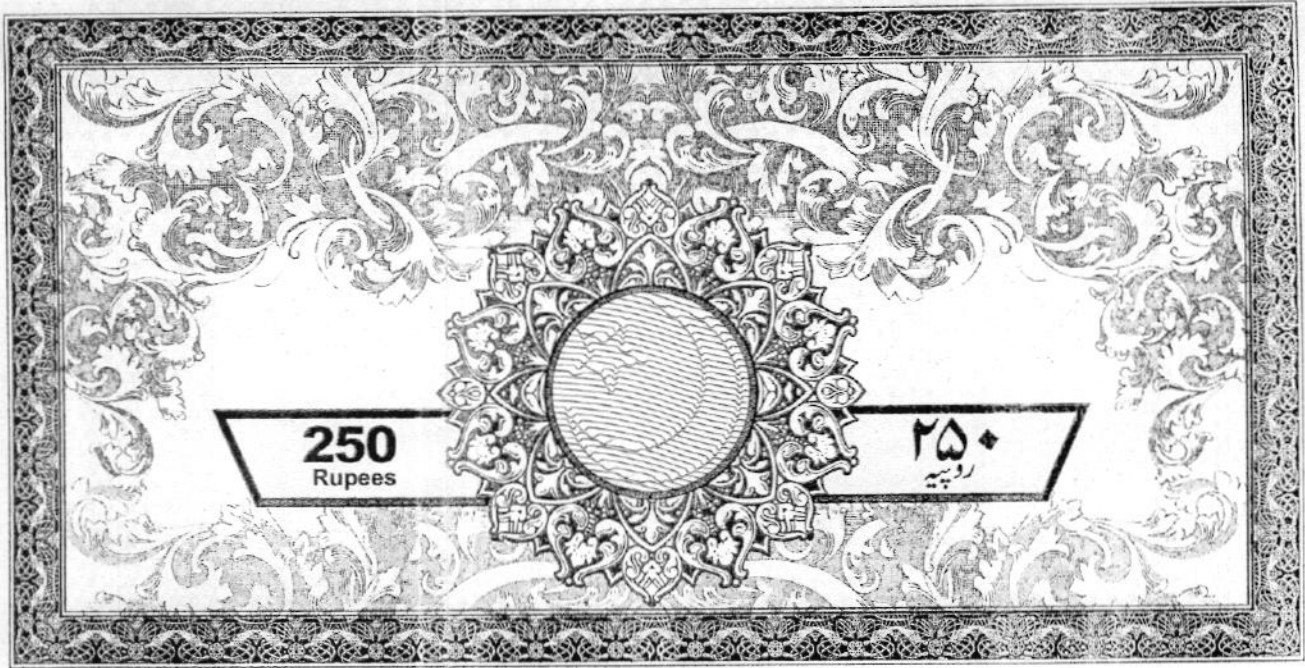
**Supplier**  
 Name : Zeeshan Ahmad  
 Designation : CEO  
 CNIC No : 17301-1338940-3



  
 WITNESS  
 AIG (F&P) CPO PESHAWAR

**Witness by Supplier**  
 Name : Ammar Abid  
 F. Name : Muhammad Abid  
 CNIC No : 17301-4934087-9





**CONTRACT AGREEMENT NO. P/ 416 /CA/AP-III/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 17/03/2021 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 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 Flannel Chindi 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 Flannel Chindi and is a registered unit under the law of Pakistan having its registered office at LG-140 Deans Trade Center, Peshawar Cantt: (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Flannel Chindi 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 Flannel Chindi 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:-**

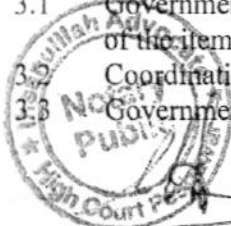
- 2.1 The agreement price for the current financial year 2020-21 and product particulars shall be as follows:-

S No.	Description of Articles with Specification	Qty (Meters)	Unit Price	Total cost
1.	<b><u>Flannel Chindi (Meters)</u></b> <ul style="list-style-type: none"> <li>• Material Flannel fabric</li> <li>• Weight 130 to 140 Gsm</li> <li>• Design Red Stripes Throughout</li> <li>• Size 4 Inch Width - 25 Meter Roll</li> <li>• Packing Packed in cartons</li> <li>• Use Easy to wash and shrink resistant fabric makes it suitable to clean a number of guns.</li> </ul>	50000	Rs. 14/- Per meter	Rs. 700,000/- (Seven hundred thousand only)

**3. Responsibility of the Government:-**

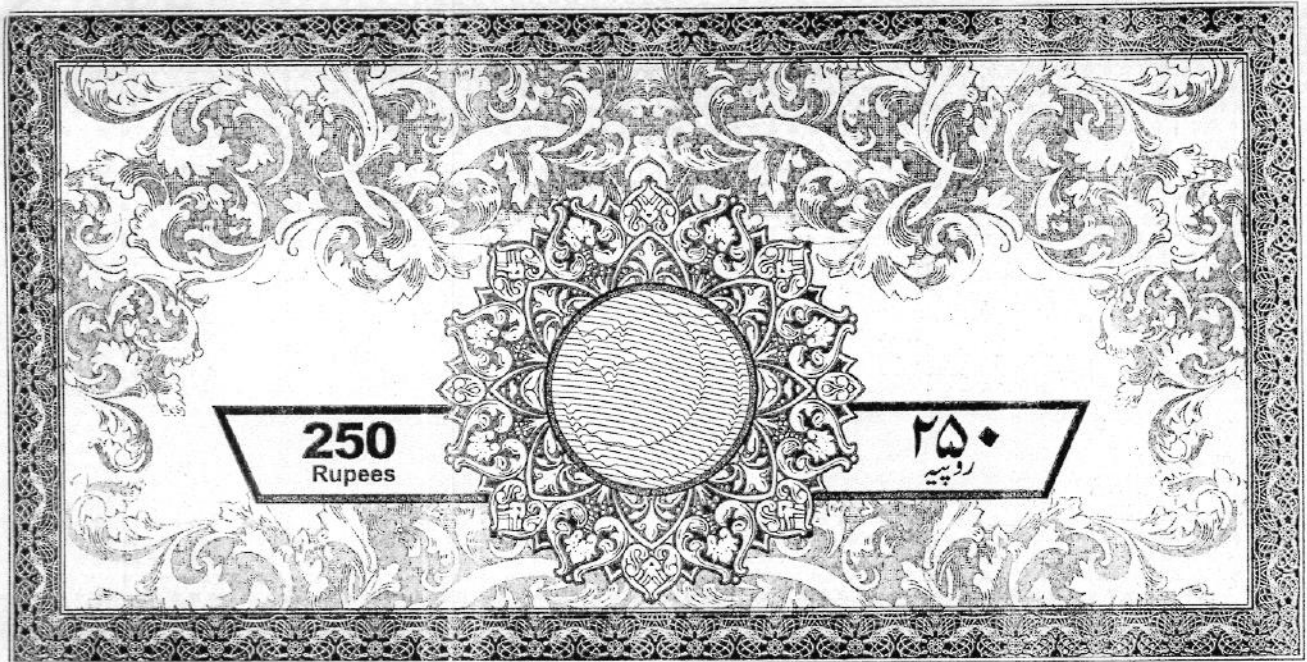
The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of Flannel Chindi 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.



02 MAR 2021 Solemnly Affirm before me

**HAFEEZ ENTERPRISES**  
B-3 Khair Muhammad Plaza  
Opposite State Bank B-A Sui'dar  
Road Peshawar  
0305-8590978, Ph: 091-5281657



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 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:-**

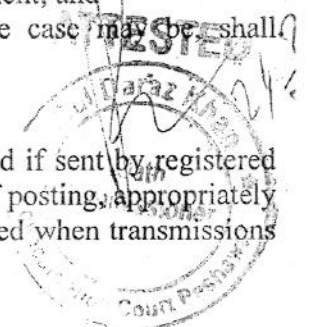
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.  
 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single 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.

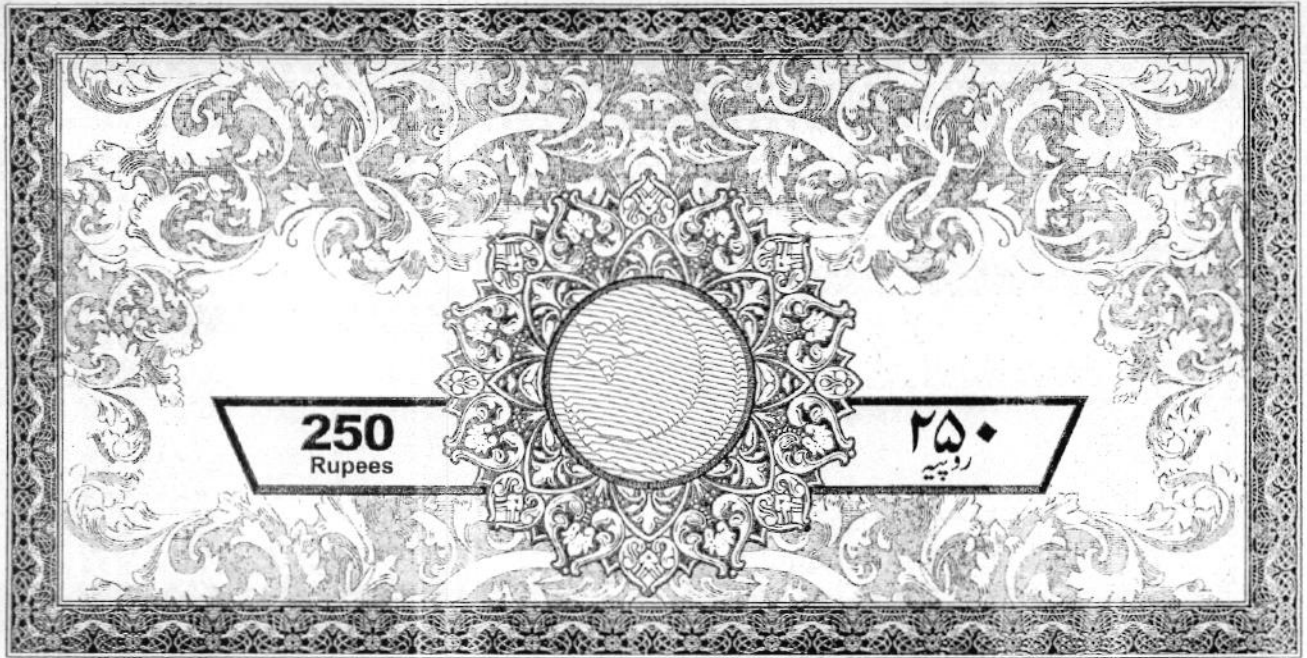
7. **Termination of Agreement:-**

- 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.

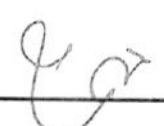




9. **Force Majeure:-**

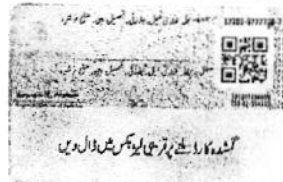
9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. 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 Muhammad Plaza  
Opposite State Bank B-A Saddar  
Rawal Peshawar  
0345-4590978, Ph-0991240099

**Supplier**  
Name : Abdul Basir Ihsan  
Designation : CEO  
CNIC No : 17201-9777738-7



**Witness by Supplier**  
Name : Abdul Ghaffar Ihsan  
F. Name : Ihsan ul Wadood Khattak  
CNIC No : 17201-6217981-3

