

To : The Assistant Director (M&E), Khyber Pakhtunkhwa Public Procurement Regulatory Authority, University, Town, Peshawar.

Subject: **BID EVALUATION.**

Memo:

Contract agreements for purchase of the following items for Khyber Pakhtunkhwa Police, signed with approved firms are sent herewith which may please be uploaded on KPPRA Websits.

S#	Tender #	Item	Name of approved firm
		Rain Coat	MS Awan Traders Peshawar
2.	-	Whistle with Dori	MS Al-Meezan Traders Peshawar.
1. 2. 3.	20652	White Anklet	MS Muhammad Haroon & Brothers Peshawar
4		Ankle Boots	MS Barka Logistic World Wide Lahore
4. 5.		Traffic Complete Uniform	MS Nishat Mills Lahore
6.		Motorcycle 150cc	MS Honda Atlas Peshawar

(AIG/FINANCE & PROCUREMENT)

For Inspector General of Police, Khyber Pakhtunkhwa, Peshawar

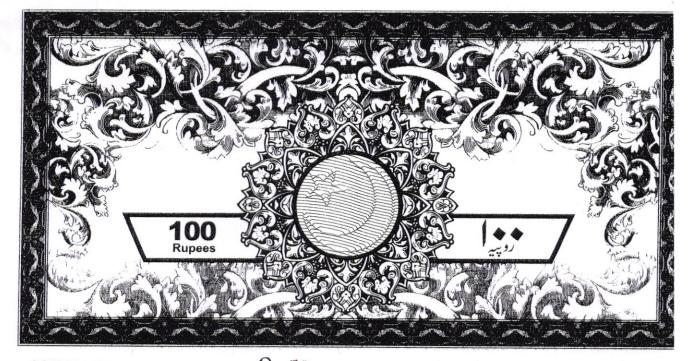
No.2223 /AP-II, dated Peshawar the

18 105/2023.

Copy of above is forwarded to Director, IT CPO Peshawar for similar action.

(AIG/FINANCE & PROCUREMENT)

For Inspector General of Police, Khyber Pakhtunkhwa, Peshawar



CONTRACT AGREEMENT NO. P/ 2059/CA/AP-II/TRAFFIC ITEMS/2022-23, DATED 02.105/20 FOR SUPPLY OF RAIN COAT FOR KHYBER PAKHTUNKHWA TRAFFIC POLICE

This contract agreement is made and entered into on <u>OQ 105 12023</u> BY AND BETWEEN, Governments of the Province of the Khyber Pakhtunkhwa, through <u>Inspector General of Poi</u> (hereinafter referred as the "purchaser") which expression shall whenever the context requires, incluhis successor-in-interest, representative and assignee of the First part and <u>MS Awan Traders, House I</u> <u>1309, Tipu Sultan Road, Kala Bari Peshawar Cantt: (Pakistan)</u> which expression shall whenever context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase <u>Rain Coat</u> as per description, approved specificati 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>Rain Ce</u> and is a registered unit under the law of Pakistan having its registered office at <u>House No. 1309, Ti</u> <u>Sultan Road, Kala Bari Peshawar Cantt: (Pakistan).</u>

AND WHEREAS the First party invited tenders for supply of the **Rain Coat** and the Second par being a successful bidder has accepted the offer of the Government in lieu of the consideration mutua agreed and on such terms and condition as may be reflected in this agreement.

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

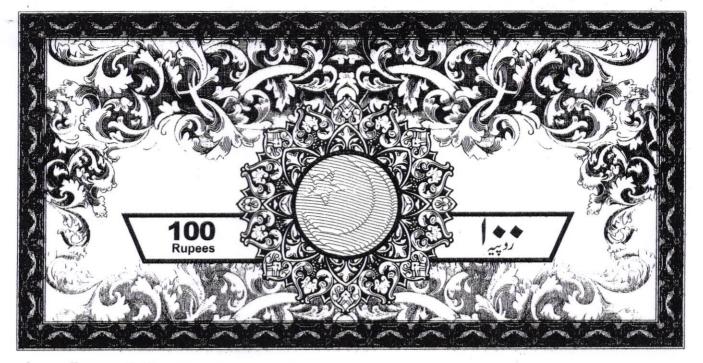
- 1. Commencement, Duration and Extension:-
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the <u>Rain Coat</u> duly agreed during proceedings as p description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2022-23 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 2022-23 and product particulars shall be as follows:-Sr. No. Description of Anticles with Specification:

	A	¥	n Coat			1	
			Size	Large			
		2.		As per requirement preferably shining Green.			
			Reflecting	Two-Inch wide vertical stripes on upper body wrapping over the shoulders and touching the strip round the waist horizontally. Two-Inch wide two strips on both sleeves at a distance of 1 ½ Inch and near the wrist.			
				I. Two closed side pockets having capacity for placing 7-inch-long Android phone set. II. Two internel closed pockets for wireless and HHU.			
		5.	Cap	Attached	1		
			Cloth	100% waterproof rubber Coated shining green parachute polyester. There should be no lather or other material under the upper cover.			
1.			Logo	City Traffic Police Peshawar logo of 3x3 inches (24cm in diameter) on right side of the chest near to the zip. It should be washable and not removable after washing.	5000	Rs. 1,994/-	Rs. 9,970,000/- (Nine million nine hundred
	8	1	Reflecting dentification matk	City Traffic Police Peshawar reflecting identification writing on back side at upper body in rectangle shape of 10x5 inches with blue disc.			seventy thousand only
	9.		lipper	Zip style. The zip should be either of stainless steel or of plastic but must be rust free. Zip must be of 30 inches in height.			MILL
			lutions	04 Buttons over and above the zip and it should be of plastic made and rust-free.	(SNPL P
			leight	Height must be 48 to 50 inches from shoulder line to bottom.	Ν	8)	UNAT
	12	10	houlder Length Terah)	Shoulder length must be of 24-25 inches.	51		
	13		leeves	25 inches. Elastic in sleeves bottom.	8-8	1 min Ala	IS A COUNT
	14		leight	Light weight and Eco- friendly		~ Trauy	actor CONINILS
	15	C	ottom border of Rain oat	The total length of bottom of the border in diameter must be 56-58 inches.	Awa	n Trade	ers w
	16	. C	hest	Chest widening must be of 56 inches in diameter.	loverus	Peshawar	13

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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 Rain Coat and shall make payment on delivery c 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 <u>90-Days</u> from the date of signing the contract.
- 4.3 Supplier will supply the store and install the system for Inspection by the Inspection Committee o the Government. Store will be accepted only after successful inspection by Inspection Committee o the Government. The Inspection Committee may acquire the services of a suitable testing facility i 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 4.5 during warranty period of 1-year.
- Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the 4.6 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.
- In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% 4.8 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:-

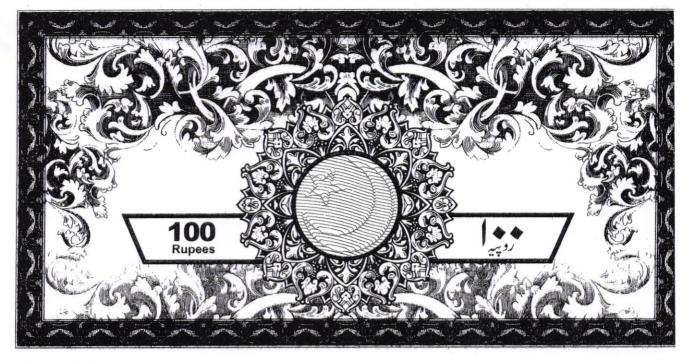
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

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.
- In the event that a dispute arises between the parties that cannot be settled amicably, the dispute 6.2 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 resp. of the dispute, shall be final and binding on both the Parties ettic seat of artitration sha Governament Contract General Order Supliers A the Peahawar 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. Government can terminate the agreement when any change occur which, in the opinion of the 7.2
- Government, impair or vary significantly the terms and conditions of this agreement, and OMINIC
- 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 register mail, and shall be deemed to have been served on the following days i.e. date of post appropriately addressed. If notice is sent by telex or fax it shall be deemed to have been ser 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 Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, c commotion, strike, lock outs and other circumstances and disturbances, which are beyond control of both the Parties. Any Party unable to fulfill the obligations under this Agreement sl immediately within one week inform other Party of the beginning and discontinuation of si circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended fc corresponding period of time.

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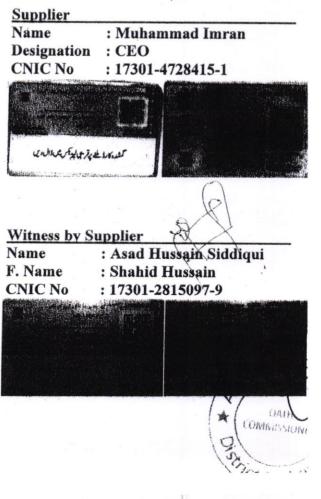
For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar



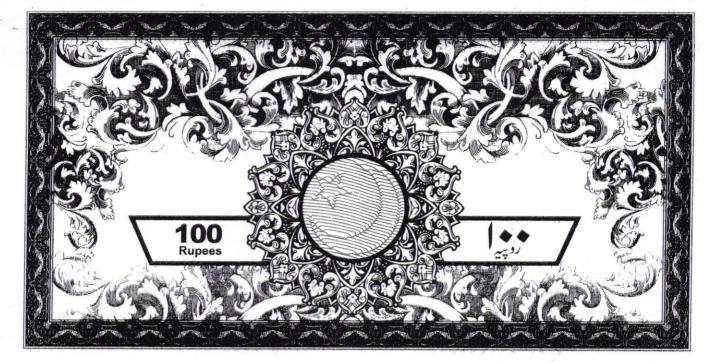
WITNESS

AIG (F&P) CPO PESHAWAR

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CONTRACT AGREEMENT NO. P/2045 /CA/AP-II/TRAFFIC ITEMS/2022-23, DATED #2/05/2023 FOR SUPPLY OF WHISTLE WITH DORI FOR KHYBER PAKHTUNKHWA TRAFFIC POLICE

This contract agreement is made and entered into on <u>O2./OS/2023</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>MS Al-Meezan Traders, Shop</u> No. 3, Afridi Market Canal Road Near Nadan Baba Qabristan Warsak 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>Whistle with Dori</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>Whistle</u> <u>with Dori</u> and is a registered unit under the law of Pakistan having its registered office at <u>Shop No. 3</u>. <u>Afridi Market Canal Road Near Nadan Baba Qabristan Warsak Road Peshawar (Pakistan).</u>

AND WHEREAS the First party invited tenders for supply of the <u>Whistle with Dori</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>Whistle with Dori</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2022-23 or final execution of the agreement as the case may be.

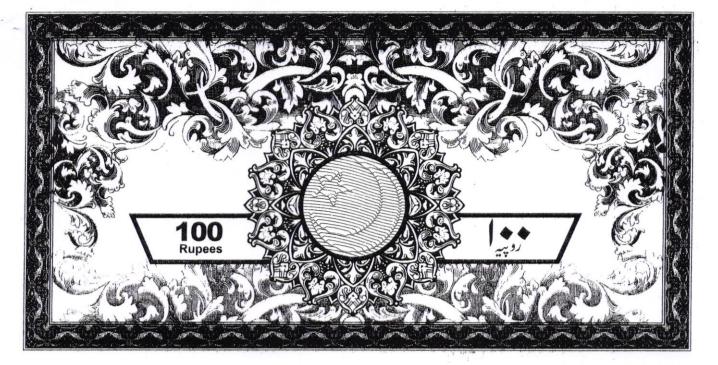
2. Agreement Price and Product Specification:-

2.1 The agreement price for the current financial year 2022-23 and product particulars shall be as follows:-

	Description of A Whistle with Do		with Specification	Qty	Unit Price	Total cost
1. V I	Dori Material Whistle Material Dori length Dori Color	: : : : : : : : : : : : : : : : : : : :	Nylon Stainless steel (High Quality and finishing) Standard for arm White	1000	Rs. 265/-	Rs. 265,000/- (Two hundred rist) for thousand only

3. <u>Responsibility of the Government:-</u>

- The following are the responsibilities of the Government.
- 3.1 Government shall place a demand for supply of <u>Whistle with Dori</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. <u>Responsibility of the Seller/Supplier:-</u>

- 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 and install the system 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 is 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-year</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.

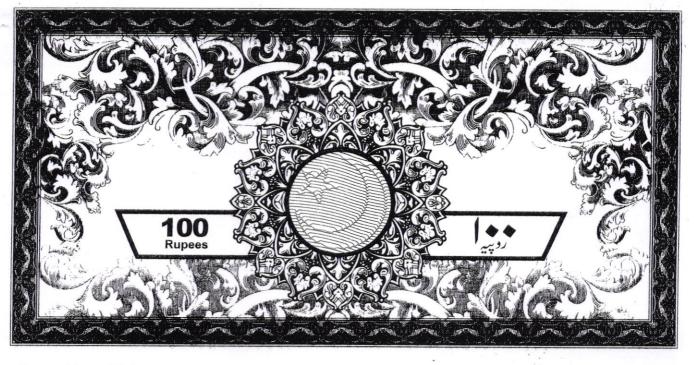
7. Termination of Agreement:-

- 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 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.

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9. Force Majeure:-9.1 The Parties shall

1 The Parties shall not be responsible for any delay in fulfillment of the obligations under thi Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civi 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 shal 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

MA TRAD Supplier

Name: Ibrar HussainDesignation: CEOCNIC No: 17301-1298509-1

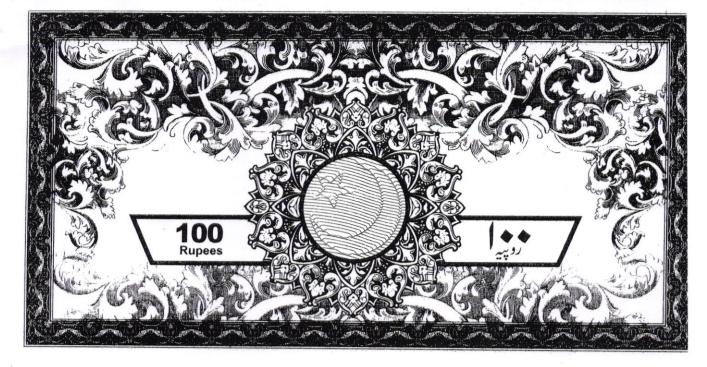
WITNESS AIG (F&P) CPO PESHAWAR

Witness by Supplier Name : Amin Khan F. Name : Hikmat Khan : 17103-0368480-1 **CNIC No**



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CONTRACT AGREEMENT NO. P/2053/CA/AP-II/WHITE ANKLET/2022-23, DATED 02/65/20. FOR SUPPLY OF WHITE ANKLET TO KHYBER PAKHTUNKHWA TRAFFIC POLICE

This contract agreement is made and entered into on $\underline{OQ / QS / 2023}$ BY AND BETWH the Governments of the Province of the Khyber Pakhtunkhwa, through <u>Inspector General of P</u> (hereinafter referred as the "purchaser") which expression shall whenever the context requires, include successor-in-interest, representative and assignee of the First part and <u>MS Muhammad Haroon & Broth</u> <u>House No. 1309, Tipu Sultan Road, Kala Bari Peshawar Cantt: (Pakistan)</u> which expression is whenever the context requires, include his successor-in-interest, representative and assignee of the second

Whereas the First party desirous to purchase <u>White Anklet</u> as per description, appropriation 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>W</u> <u>Anklet</u> and is a registered unit under the law of Pakistan having its registered office at <u>House No. 1309, 7</u> <u>Sultan Road, Kala Bari Peshawar Cantt: (Pakistan).</u>

AND WHEREAS the First party invited tenders for supply of the <u>White Anklet</u> and Second party, being a successful bidder has accepted the offer of the Government in lieu of the considera 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>White Anklet</u> duly agreed during proceedings as description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2022-23 or final execution of the agreement as the case may t
- 2. Agreement Price and Product Specification:-
- 2.1 The agreement price for the current financial year 2022-23 and product particulars shall be as follow

Sr. No.	Daminitor of Arite	ຕະວານເປັດກາວນີ້	() O	ung inflore	4 June Doort
1.	White Anklet As per requirement of Material Size Reflective Tap	f Traffic Warden Police Rexene (LXH) 17x8 inches	10000	Rs. 597/-	Rs. 5,970,000/- (Five million nine hundred seventy thousand only)

3. <u>Responsibility of the Government:-</u>

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>White Anklet</u> and shall make payment or 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. <u>Responsibility of the Seller/Supplier:-</u>

- 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. Swill be accepted only after successful inspection by Inspection Committee of the Government. 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 valu shape of CDR.
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective store du warranty period of 1-year.
- 4.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered 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% 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. <u>Applicable Law:-</u>

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

6. Dispute Resolution:-

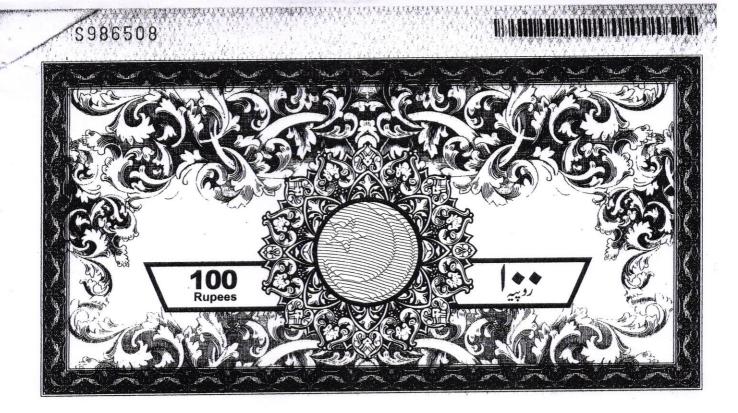
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute sh be referred to arbitration by a single arbitrator 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 1 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 noti to terminate this agreement, in case supplier fails to deliver as per conditions of the contract.
- Government can terminate the agreement when any change occur which, in the opinion of t 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 reimburse each other for any loss or damage arising out of the termination.

8. <u>Notices:-</u>

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

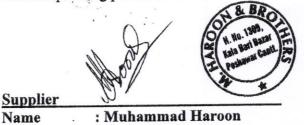


9. Force Majeure:-

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

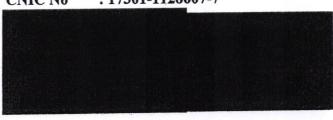
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For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar



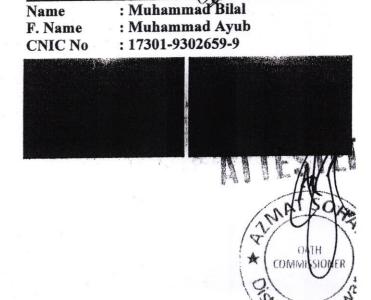
Designation : Managing Director CNIC No : 17301-1128607-7

Witness by Supplier

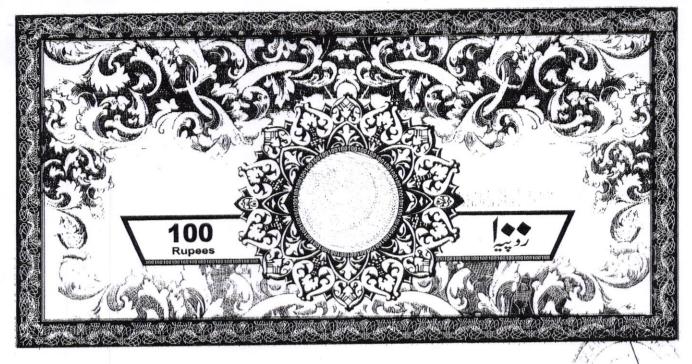


WITNESS

AIG (F&P) CPO PESHAWAR



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CONTRACT AGREEMENT NO. P/2042/CA/AP-II/ANKLE BOOTS/2022-23, DATED 2/ 5/2023 FOR SUPPLY OF ANKLE BOOTS TO KHYBER PAKHTUNKHWA TRAFFIC POLICE

This contract agreement is made and entered into on OQ / OS / 2023 BY ANE BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through <u>Inspector General of</u> <u>Police (hereinafter referred as the "purchaser")</u> which expression shall whenever the context requires include his successor-in-interest, representative and assignee of the First part and <u>MS Baraka Logistic</u> <u>World Wide, 413-b Johar Town, Lahore (Pakistan)</u> 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>Ankle Boots</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>Ankle Boots</u> and is a registered unit under the law of Pakistan having its registered office at <u>413-b Johan</u> <u>Town, Lahore (Pakistan).</u>

AND WHEREAS the First party invited tenders for supply of the <u>Ankle Boots</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:-

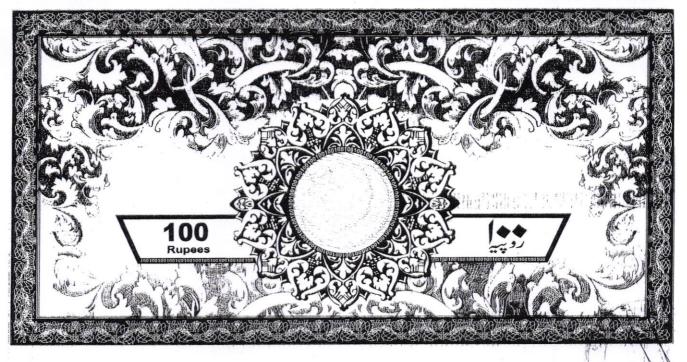
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the <u>Ankle Boots</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2022-23 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 2022-23 and product particulars shall be as follows:-

A	Ankle	Boots	· · · ·			12	
		Quarter	Cow Full Grain Leather (1.4-1.6 mm)	Black	-		
U	Upper Materials	Tongue	Cow full Grain + Foam (1.4-1.6 mm)	Black			
M	Aatorials	Counter	Cow full Grain + Leather (1.4-1.6 mm)	Black			
		Vemp	Cow full Grain Leather + Toe Cap (1.4-1.6 mm)	Black	13		Rs. 24,979,500/-
	Lining	Vamp	Driff Grey	Grey or White			
In	laterials	Inter Vamp	EVA Soft	Black	1		
	Eyelet System	Eyelet	24 per Pair	Black			
		Laces (Nylon Round)	Size (54-60)	Black			
	hreads	Nylon	50/3, 50/6	Black	5 000	D- 400500	(Twenty four million nin
	oe Puff	TP-8		White	5,000	Rs. 4,995.90	hundred seventy nine thousand five hundred on
	iffener	TP-8		White			
	sole	Texon Board	2-3mm				
-	ocks	Split Pigmented Leather +EVA (Pre- molded)		Black			thousand five hundred on
		Material	PU Polyether direct Injection	Black			
MAL	d Sole	Hardness	50-55 IRHD	Black			
ma	Mid Oole	Material	Nitrile Rubber	Black			
0	Outer Sole	Hardness	65-70 IRHD	Black			
100	101 0010	Abrasion	130mm3 (Max)	Black			
					(" (" ("		

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3. <u>Responsibility of the Government:-</u>

- The following are the responsibilities of the Government.
- 3.1 Government shall place a demand for supply of <u>Ankle Boots</u> and shall make payment on delive 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. <u>Responsibility of the Seller/Supplier:-</u>

- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be in <u>90-Days</u> from the date of signing the contract.
- 4.3 Supplier will supply the store for Inspection by the Inspection Committee of the Governme Store will be accepted only after successful inspection by Inspection Committee of Government. The Inspection Committee may acquire the services of a suitable testing facility if required.
- 4.4 Supplier will be responsible for depositing performance security @ 10% of the total contract va in shape of CDR.
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective sto 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 t Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffer 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 Peshawai
 5. <u>Applicable Law:-</u>

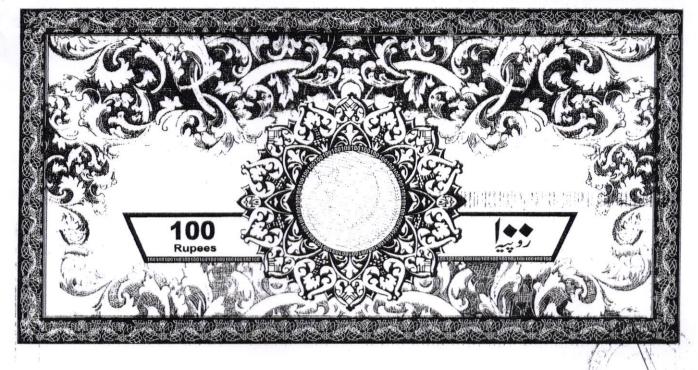
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant lav especially Procurement Laws for the time being in force.

6. Dispute Resolution:-

- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between the 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 disput 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 b 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 b 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, shal reimburse each other for any loss or damage arising out of the termination.



8. <u>Notices:-</u> 8.1 Any notic

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Any notice given under the provisions of this agreement shall be in writing and if send 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. <u>Force Majeure:</u> 9.1 The Parties shall

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

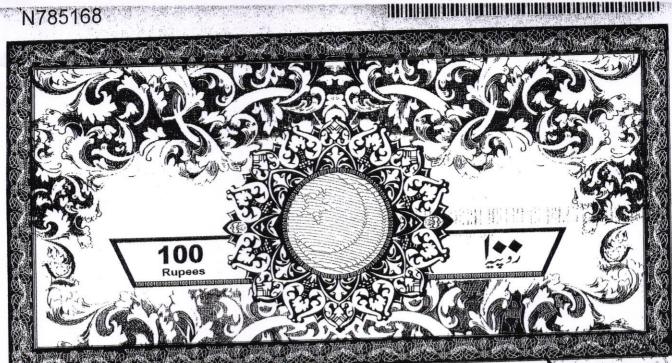
Supplier Name : Attique Ur Rehman

Name : Attique Ur Rehman Designation : General Manager (Sales) CNIC No : 35202-9308291-3

WITNESS

AIG (F&P) CPO PESHAWAR

Name F. Name CNIC No	upplier A (adage) : Muhammad Nadeem : Muhamamd Naseem A : 61101-2423288-7	Azhar



15 12023 Z/CA/AP-II/Traffic/Uniform/2022-23, dated 2 Contract agreement No. P/20-FOR SUPPLY OF TRAFFIC COMPLETE UNIFORM (SHIRT & TROUSER) TO KHYBER PAKHTUNKHWA TRAFFIC POLICE

This contract agreement is made and entered into on $\frac{12}{12023}$ BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through <u>Inspector General of Police (hereinafter referred as the "purchaser")</u> which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the First part and MS. Nishat Mills (Ltd), 7-Main Gulberg Lahore (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>Traffic complete uniform (Shirt & Trouser)</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 Traffic complete uniform (Shirt & Trouser) and is a registered unit under the law of Pakistan having its registered office at 7-Main Gulberg Lahore (Pakistan).

AND WHEREAS the First party invited tenders for supply of the <u>Traffic complete uniform (Shirt & Trouser</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.
- <u>Commencement</u>, <u>Duration and Extension:</u> This agreement shall come into force on the date on which both the parties sign the agreement. 1.1
- This agreement shall be for supply of the Traffic complete uniform (Shirt & Trouser) duly agreed during proceedings as 1.2 per description and approved sample / specification.
- This agreement shall be valid for financial year 2022-23 or final execution of the agreement as the case may be. 1.3
- Agreement Price and Product Specification:-2.

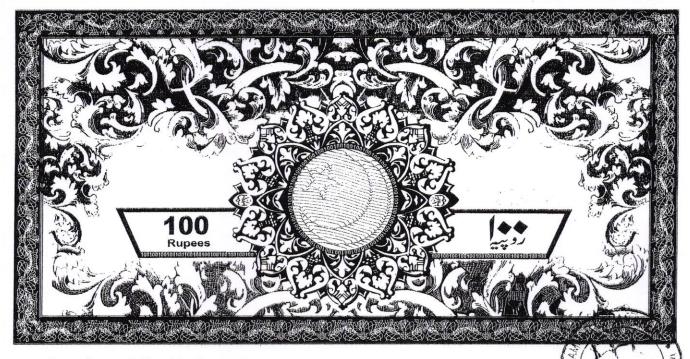
Description of Articles with Specification	Qty	Unit Price	Total cost
Description of Articles with Specification Traffic complete uniform (Shirt & Trouser) Partmaski Very Control (Control) Very Control (Contro) Very Control (Control)	Qty 15000- Pairs	Rs. 2,684/-	Total cost Rs. 40,260,000/- (Fourty million two hundred sixty 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 <u>Traffic complete uniform (Shirt & Trouser</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 up to **25.08.2023** 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-Year</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:-

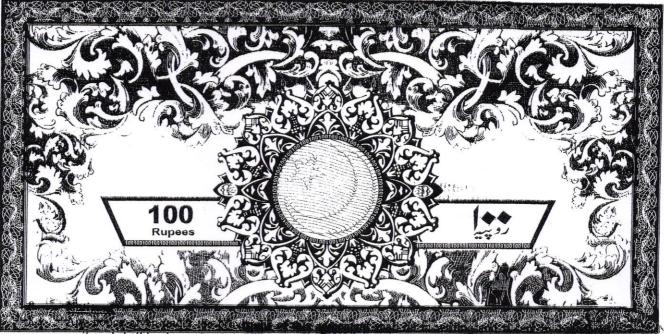
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single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

- 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.

MUMAMM Oam Advocate

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mail, and shall be deemed to have been served an addressed. If notice is sent by telex or far it shall inflowing days i.e. date of posting, appropriately addressed. If notice is sent by telex of fax it shall be depended to have been set thereof to the appropriate telex or fax number sent cut below 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, as acre of God, way, note, civil commotion, strike, lock outs and other circumstances and disturbance, where are been and the sentrol of both the Parties. Any Party unable to fulfill the obligations under the Agreement and immediately within one week inform **the immediately** within one week inform instances. In the case of fulfillment of the other Party of the beginning and discontin obligations, the time of limit shall be ext poriod of time.

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

: Mukhtar Ahmed Designation : Dy: General Manager CNIC No : 33100-0713053-9 Set W

WITNES

AIG (F&P) CPO PESHAWAR

y Supplier : Humayun Ali : Safdar Ali : 35102-0639634-5 會設計

SHENG MUHANAL Channel Advocate



CONTRACT AGREEMENT NO. P//645/CA/AP-II/TRANSPORT/2022-23, DATED /3/2023 FOR SUPPLY OF MOTORCYCLE (150-CC) TO KHYBER PAKHTUNKHWA TRAFFIC POLICE

This contract agreement is made and entered into on <u>31/03/2023</u> 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 <u>MS Atlas Honda Ltd, Corporate</u> <u>Centro, Plot No. 784/785 Gohlara Road Islamabad Pakistan (hereinafter referred to as Suppliers)</u> 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>Transport</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 **Transport** and is a registered unit under the law of Pakistan having its registered office at <u>Corporate Centro</u>, <u>Plot No. 784/785 Gohlara Road Islamabad Pakistan</u>.

AND WHEREAS the First party invited tenders for supply of <u>Transport</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.

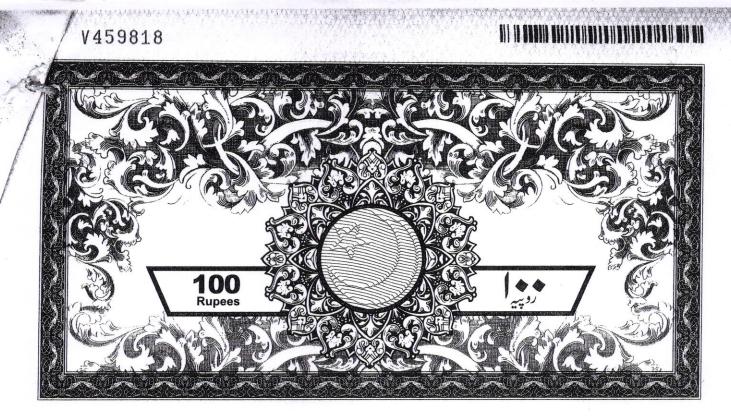
NOW, THEREFORE, BOTH THE PARTIES HEREBY AGREED AS FOLLOWS

1. Commencement, Duration and Extension:-

3

- 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>**Transport**</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2022-23 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 2022-23 and product particulars shall be as follows:-

Sr. No.	Description v	with specification	15	Qty	Rate per unit inclusive all taxes	Total amount	Delivery Period
1	Motorcycl DESCRIPTION Engine Displacement Transmission Starter Final Drive Ground clearance Fuel Tank capacity Tire Size Suspension Brakes Additional Accesss StNos 1. 2. 3. 4. 5. 6. 7. 7. 8. 9. 10. 11. 12. 13.	e 150cc	Specification 04 stroke SOHC Air cooled engine with bal 150cc Manual /05 Speed Kick / Self start Roller Chain As per designed As per designed As per designed Telescopic shocks with swing arms or as per designed Disc type (Preferably) (Red & Blue) (Red & Blue) (Red & Blue) (Red & Blue) Red for safety (stainless steel) ket and coole for safety (stainless steel) ket m each side with locking system) water proof R, Handle grip Power supply ty Mic system for wireless Communication	ancer		Rs. 81,900,000/- (Eighty one million nine hundred thousand only)	6-Months after advance payment



3. <u>Responsibility of the Government:-</u>

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>**Transport**</u> and shall make 100% advance payment to the Seller/Supplier against 100% bank guarantee.
- 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. <u>Responsibility of the Seller/Supplier:-</u>

- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be as per above details.
- 4.3 Supplier will supply the store which will be inspected 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 removing the manufacturing fault during warranty period, for body related parts motorcycle is warranted for 6-months or 6000-KM whichever comes earlier from the date of supply while for Engine warranty period will be 3-years or 20,000-KM whichever occurs earlier after delivery of store at consignee's end.
- 4.5 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.6 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.
- 4.7 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.
- 4.8 The store will be delivered to MT Store Tele.Com HQrs at Malik Saad Shaheed Police Lines Peshawar.

5. Applicable Law:-

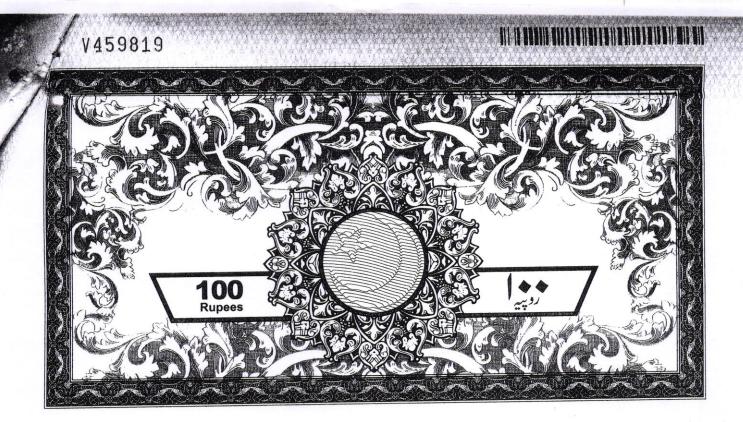
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

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. <u>Termination of Agreement:-</u>

- 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:-

Any notice given under the provisions of this agreement shall be in writing and if sent by registered 8.1 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.

Force Majeure:-9.

The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement 9.1 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	(202)
Name	: Qareed UllahKhan
Designation	: Sales Manager
CNIC No	: 15101-0396762-3
	معن علم المعنية علية مع الماري تشريع المرجل عن المراجع
Witness by S	upplier El i
Name	: Muhammad Adnan Jalil
F. Name	: Haji Muhammad Adeel
CNIC No	: 17301-1661798-1