

**CONTRACT AGREEMENT NO. P/ 2844 /CA/AP-I/FURNITURE ITEMS/2020-21, DATED 3/06/2021 TO KHYBER PAKHTUNKHWA POLICE OF NEWLY MERGED AREAS (NMAs)**

1. This contract agreement is made and entered into on 3/06/2021 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 Pak German Wood Working Centre, Small Industries Estate, Kohat Road, Peshawar (hereinafter referred to as Suppliers) 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 **Furniture** 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 **Furniture** and is a registered unit under the law of Pakistan having its registered office at Small Industries Estate, Kohat Road, Peshawar.

AND WHEREAS the First party intended for supply of the **Furniture** through direct sourcing and the Second party has accepted the offer of the Government in lieu of the consideration mutual agreed and on such terms and condition as may be reflected in this agreement.

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

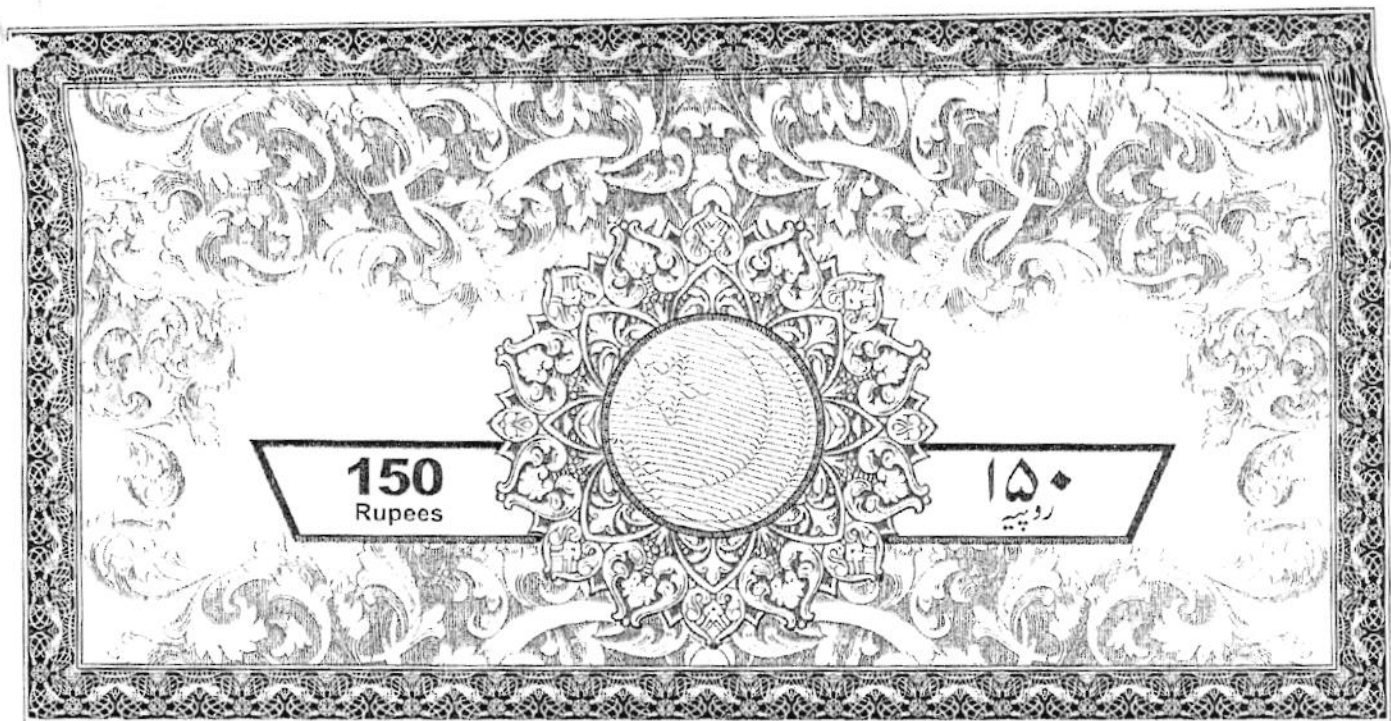
**1. Commencement, Duration and Extension:**

- 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 **Furniture** 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:-

Sr. No.	Description	Qty	Unit Cost (Including Taxes)	Total amount
1	Foam Chair	920	3,758	3,457,360
2	Sofa Set (Full Cover)	15	54,000	810,000
3	Sofa Set (Lose Cushion)	15	48,562	728,430
4	Office Table	150	22,045	3,306,750
5	Computer Table	50	10,930	546,500
6	File Rack 1.60	120	5,227	627,240
7	File Rack 1.60A	55	7,366	405,130
8	Computer Chair	50	6,998	349,900
9	Revolving Chair	50	11,146	557,300
10	Officer Table ZT	50	46,700	2,335,000
11	Centre Table Set	30	11,405	342,150
12	Almirah	50	18,295	914,750
13	Filing Cabinet	100	14,904	1,490,400



Sr. No.	Description	Qty	Unit Cost (Including Taxes)	Total amount
15	Bench	150	3,953	592,950
16	Dining Table	50	6,998	349,900
17	Dining Chairs	300	3,110	933,000
18	Rostrum	7	10,238	71,666
19	Chair Cane <sup>o</sup>	100	3,370	337,000
<b>Total</b>				<b>18,743,476</b>
17% GST				<b>3,186,391</b>
1% Stamp Duty				<b>187,435</b>
<b>G. Total</b>				<b>22,117,302</b>

**3. Responsibility of the Government:**

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of **Furniture** and shall make 100% advance payment to the Seller/Supplier.
- 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:**

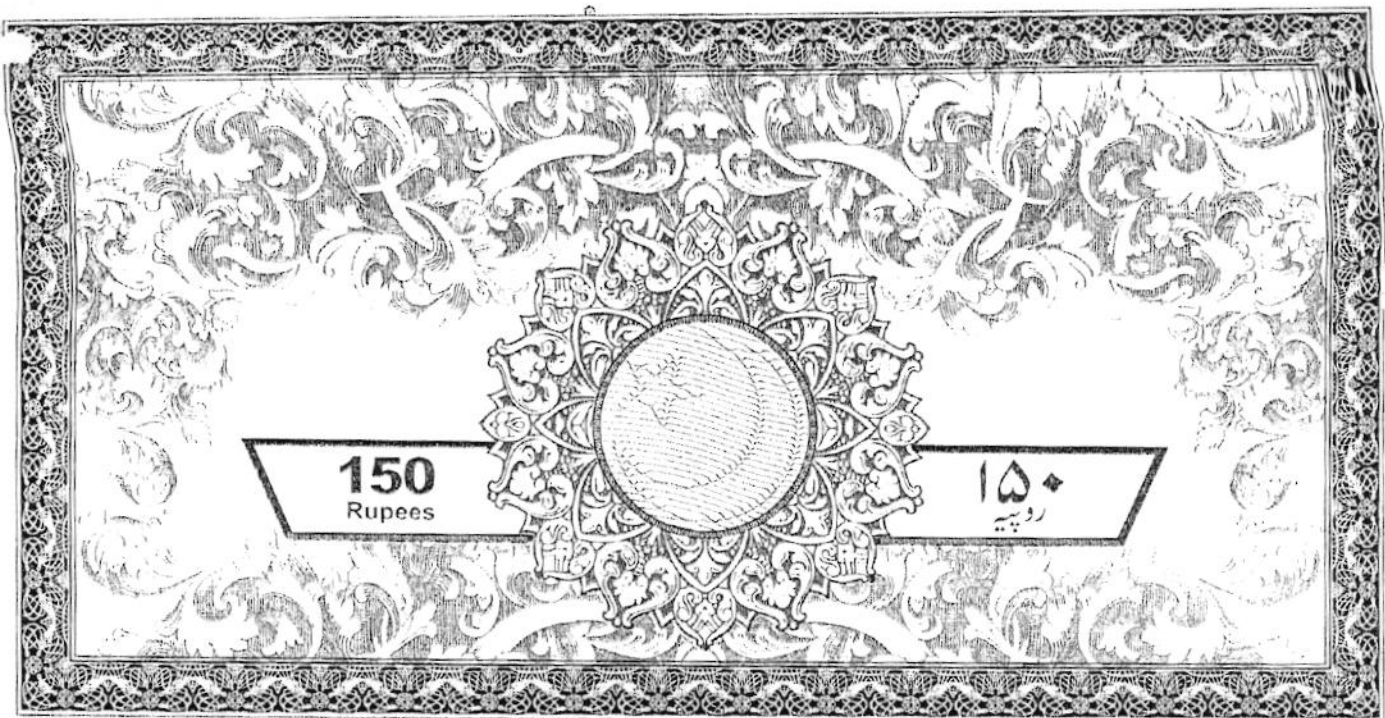
- 4.1 Coordination with the Government in supply of the **Furniture**.
- 4.2 Completion of the delivery within **6-Months** from the date of advance payment.
- 4.3 Start of supply within **1-Month** from the date of advance payment.
- 4.4 The Supplier will display the furniture to the inspection Committee of the Government at Semi finished shape (at factory) / finished shape (at Police Centralized Store Peshawar).
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective furniture during warranty period of **One (01) year**.
- 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.

**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

Project Manager,  
MS Pak-German Woodworking Centre,  
Peshawar

WITNESS  
SP (F&P) CPO PESHAWAR

WITNESS BY SUPPLIER





OFFICE OF THE  
INSPECTOR GENERAL OF POLICE,  
CENTRAL POLICE OFFICE,  
KHYBER PAKHTUNKHWA PESHAWAR

# PURCHASE ORDER

PO # : 2845 /AP-II  
Dated Peshawar the : 3-06-21

Awarded to: M/S Pak German Wood Working Centre, Small Industries Estate, Kohat Road, Peshawar

Reference Contract Agreement	Date of contract agreement
2844 /AP-II	3-06-21

Your rate (s) for the purchase of following furniture for Khyber Pakhtunkhwa Police of Newly Merged Areas (NMAs) @ rupees noted against each has been approved by the Competent Authority.

Sr. No.	Description	Qty	Unit Cost (Including Taxes)	Total amount
1	Foam Chair	920	3,758	3,457,360
2	Sofa Set (Full Cover)	15	54,000	810,000
3	Sofa Set (Lose Cushion)	15	48,562	728,430
4	Office Table	150	22,045	3,306,750
5	Computer Table	50	10,930	546,500
6	File Rack 1.60	120	5,227	627,240
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10	Officer Table ZT	50	46,700	2,335,000
11	Centre Table Set	30	11,405	342,150
12	Almirah	50	18,295	914,750
13	Filing Cabinet	100	14,904	1,490,400
14	File Showcase	50	11,761	588,050
15	Bench	150	3,953	592,950
16	Dining Table	50	6,998	349,900
17	Dining Chairs	300	3,110	933,000
18	Rostrum	7	10,238	71,666
19	Chair Cane	100	3,370	337,000
Total				18,743,476
17% GST				3,186,391
1% Stamp Duty				187,435
G. Total				22,117,302

You are, requested to supply the above store within the stipulated period, according to the Terms / Conditions of the contract agreement and approved specification / sample.

Add: IGP (HQrs),  
For Inspector General of Police,  
Khyber Pakhtunkhwa, Peshawar

No. 2846-49 /AP-II,

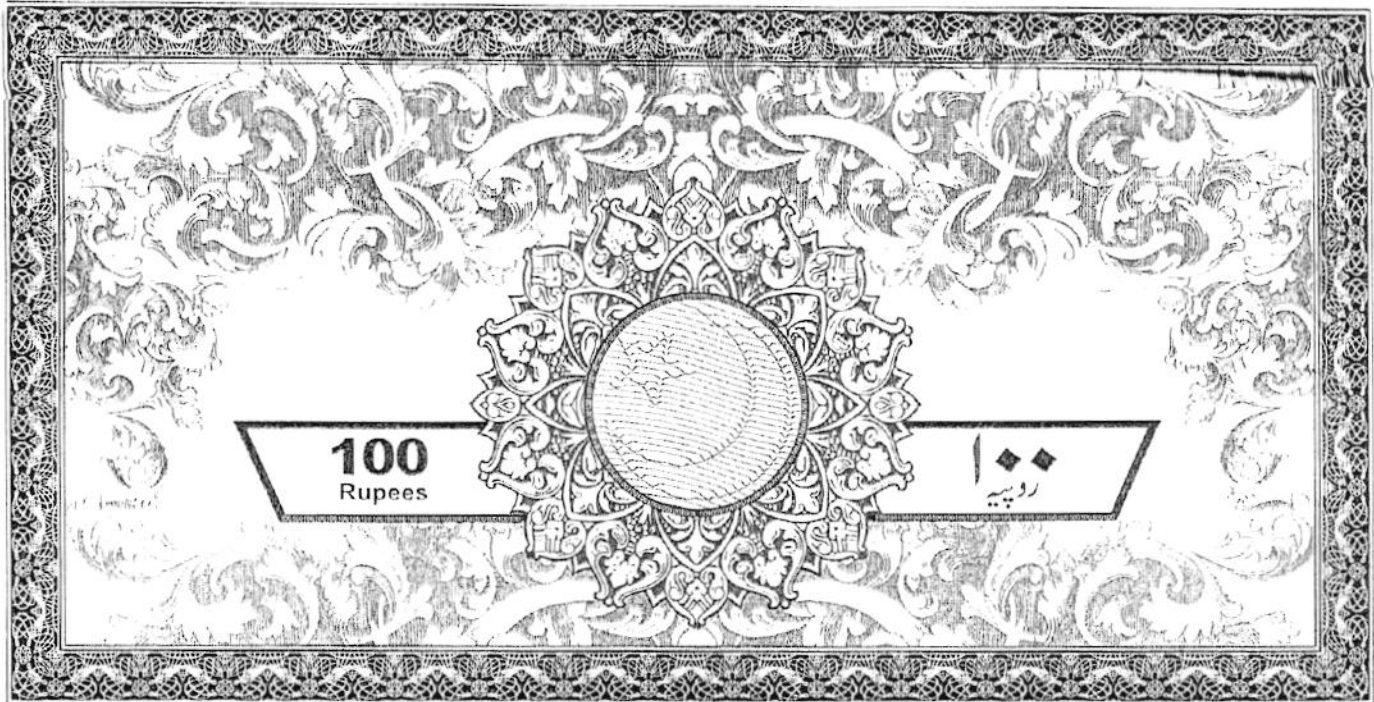
Cc to:-

1. Budget Officer CPO Peshawar
2. DSP Logistics CPO Peshawar
3. Accountant CPO for Payment from NMAs budget
4. Incharge Centralized Godown at Malik Saad Shaheed Police Lines Peshawar

Add: IGP (HQrs),  
For Inspector General of Police,  
Khyber Pakhtunkhwa, Peshawar

Sahibzada Abdul Qayum road, Khyber Pakhtunkhwa Peshawar

Email: peshawarpolice@gmil.com  
Land Line: 091-9211766 Fax: 091-9223442  
Website: www.kppolice.gov.pk



**CONTRACT AGREEMENT NO. P/ 3179 /CA/AP-II/TRANSPORT/REGULAR/2020-21, DATED 22/06/2021 FOR SUPPLY OF PICKUPS (D/CAB 4X4) TO KHYBER PAKHTUNKHWA POLICE (REGULAR)**

1. This contract agreement is made and entered into on 22/06/2021 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 Toyota Frontier Motors Pvt Ltd, University Road Peshawar Pakistan (hereinafter referred to as Suppliers) 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 Transport 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 University Road Peshawar Pakistan.

AND WHEREAS the First party invited tenders for supply of Transport 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 Transport 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:-

Sr. No.	Description with specifications	Qty	Rate per unit inclusive all taxes	Total amount	Delivery Period
1	RHD 11M Toyota REVO "G" Manual Transmission 4X4 Double Cabin Pickup Engine Capacity: 2755 cc Diesel Transmission: 06 Speed M/T <u>Standard Accessories:</u> Air Conditioner, Air Bag (D + P & Knee), Anti Lock Braking System (ABS), Part-Time (H, H, L, D), Vehicle Stability Control with HAC + TSC, ** Capacitive Screen with Navigation, Central Locking, Power Windows, etc. Pakistan Assembled	7	Rs. 6,654,041/-	Rs. 46,578,287/-	150 to 180-Days after advance payment

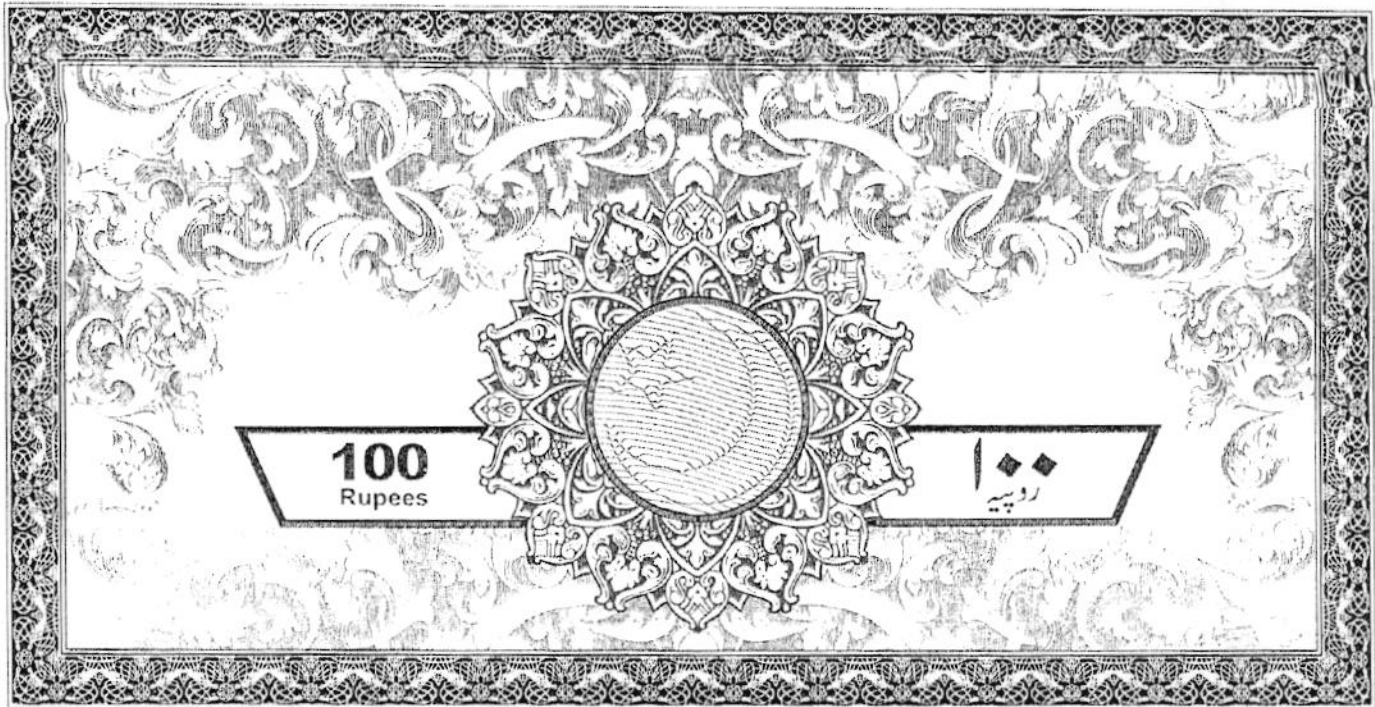
Total contract value Rs. 46,578,287/-

(Fourty six million five hundred seventy eight thousand two hundred eighty seven only)









**CONTRACT AGREEMENT NO. P/ 3179 /CA/AP-II/TRANSPORT/REGULAR/2020-21, DATED 22/06/2021 FOR SUPPLY OF PICKUPS (D/CAB 4X4) TO KHYBER PAKHTUNKHWA POLICE (REGULAR)**

1. This contract agreement is made and entered into on 22/06/2021 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 Toyota Frontier Motors Pvt Ltd, University Road Peshawar Pakistan (hereinafter referred to as Suppliers)** 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 **Transport** 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 **University Road Peshawar Pakistan.**

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

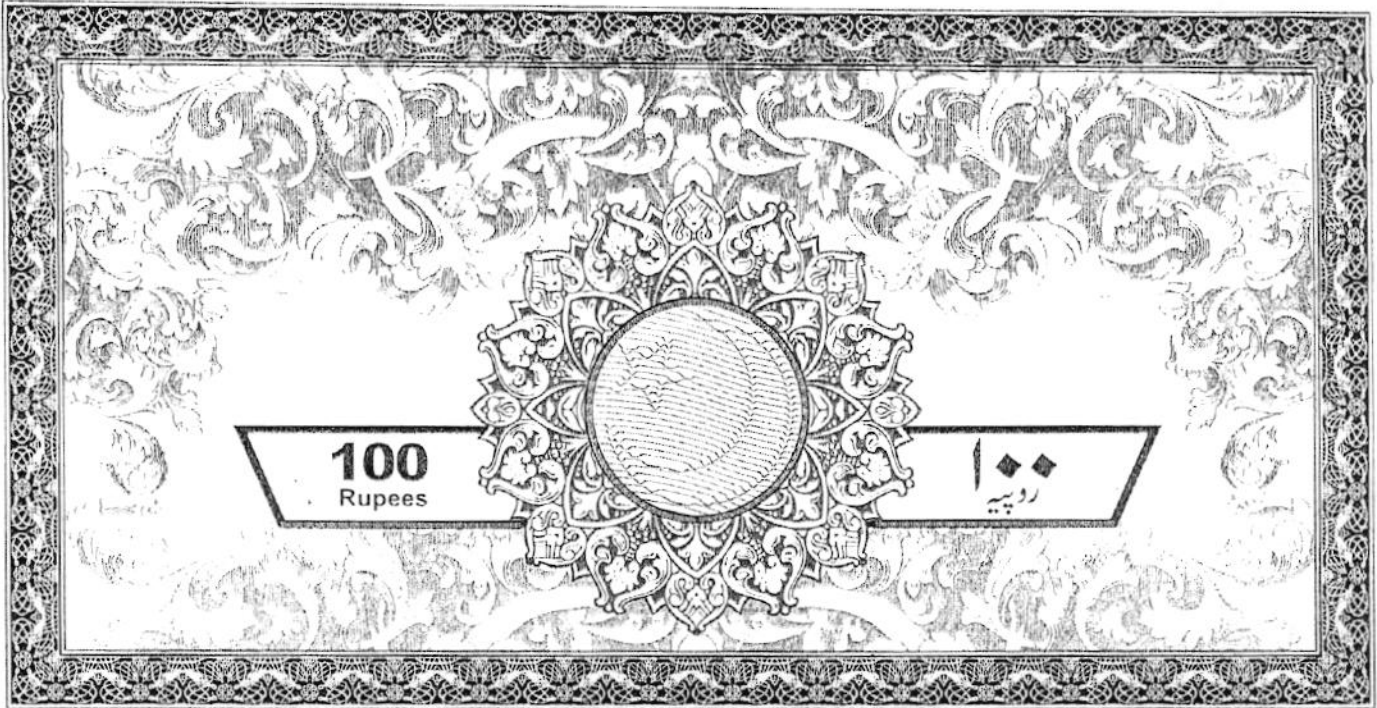
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the **Transport** duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 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:-

Sr. No.	Description with specifications	Qty	Rate per unit inclusive all taxes	Total amount	Delivery Period
1	RHD IMV Toyota REVO "G" Manual Transmission 4X4 Double Cabin Pickup Engine Capacity: 2755 cc Diesel Transmission: 06 Speed M/T <b>Standard Accessories:</b> Air Conditioner, Air Bag (D + P & Knee), Anti Lock Braking System (ABS), Part-Time 4L/4H/4L, Vehicle Stability Control with HAC + ESC, Capacitive Screen with Navigation, Central Locking, Power Windows, etc, Pakistan Assembled	7	Rs. 6,654,041/-	Rs. 46,578,287/-	150 to 180-Days after advance payment
Total contract value Rs. 46,578,287/- (Fourty six million five hundred seventy eight thousand two hundred eighty seven only)					





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

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of **Transport** 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. **Responsibility of the Seller/Supplier:-**

- 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 of 36-Months or 100,000 km which ever come first.
- 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.

5. **Applicable Law:-**

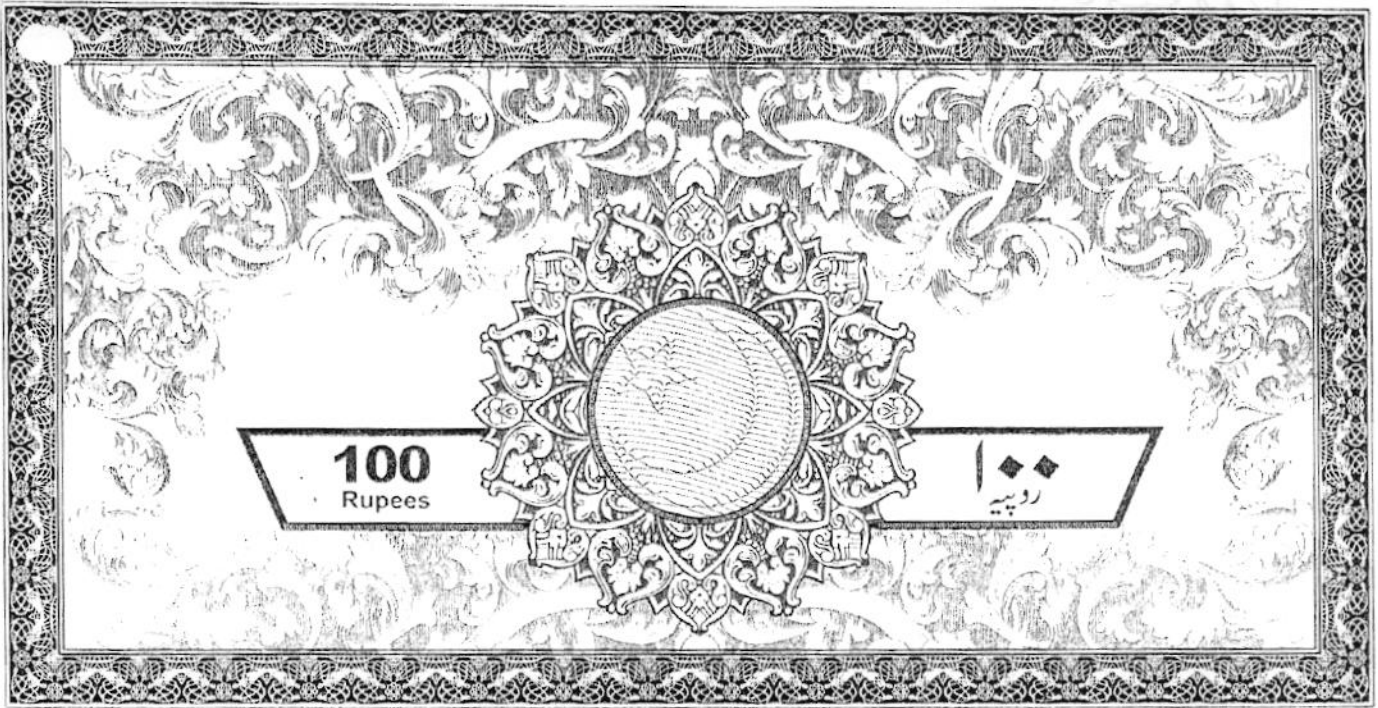
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

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.

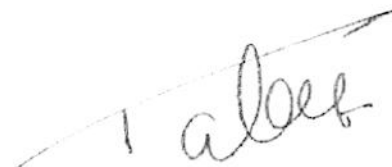


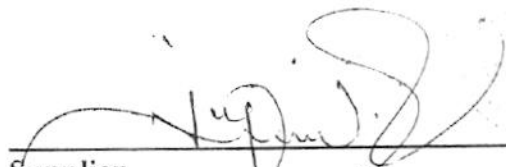
8. **Notices:-**

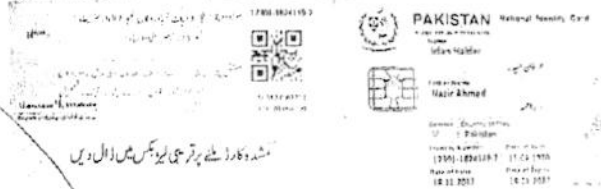
8.1 Any notice given under the provisions of this agreement shall be in writing and if sent by registered mail, and shall be deemed to have been served on the following days i.e. date of posting, appropriately addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions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

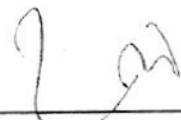
9. **Force Majeure:-**

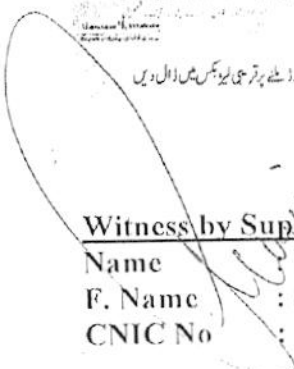
9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. 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 : Irfan Haider  
 Designation : Manager Sales & Marketing  
 CNIC No : 17301-1824149-7



  
 WITNESS  
 AIG (F&P) CPO PESHAWAR

  
**Witness by Supplier**  
 Name : Muhammad Qaisar Khan  
 F. Name : Shirin Muhammad  
 CNIC No : 16202-4416349-7