

Whereas the First party desirous to purchase <u>Generator (5-KVA)</u> as per description, approved specification through legal, transparent and fair means in the interest of the Police Department.

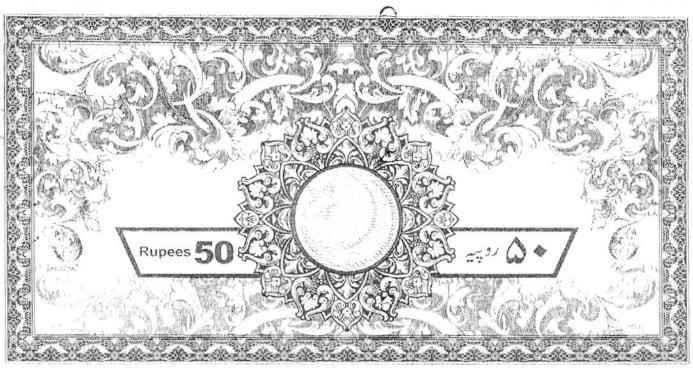
AND WHEREAS the Second party has the specialty in manufacturing and supply of the Generator (5-KVA) and is a registered unit under the law of Pakistan having its registered office at 19-Sindh Madressah Market, Sharah-e-Liaquat, Karachi-74000 (Pakistan).

AND WHEREAS the First party invited tenders for supply of the <u>Generator (5-KVA)</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>Generator (5-KVA)</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 or final execution of the agreement as the case may be.
- 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 contract value
1	Generator (5-KVA)  Rated output  Frequency  Phase  Kated Power Factor  Fuel  Fuel tank capacity  Make  Start  Accessories  Cooling System  AVR	5KVA 50Hz single I Petrol As per design Branded Self Start Battery, Wheel Trolley Air cooked Built in	5	Rs. 157,950/-	Rs. 789,750/- (Seven hundred eighty nine thousand seven hundred fifty only)



## S. MOHSIN ZAIDI STAMP VENDOR

Shap No. Grapolistility of the Continuent: n37193 Lic. No. If the following are the responsibilities of the Government.

S.NO DATE Government shall place a demand for supply of Generator (5-KVA) and shall make payment on delivery of the item after successful inspection by the inspection committee of the Government.

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Responsibility of the Seller/Supplier:-4.

4.1 Coordination with the Government in supply of the store.

Completion of the delivery will be up to 7th June 2021 from the date of signing the contract. 4.2

- Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will 4.3 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.
- Supplier will be responsible for depositing performance security @ 10% of the total contract value in 4.4 shape of CDR.
- Supplier will be responsible for removing the fault, repairing and replacing the defective store during 4.5 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.
- In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per 4.8 month maximum up to 5% of the total contract price.
- The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar. 4.9

#### Applicable Law:-5.

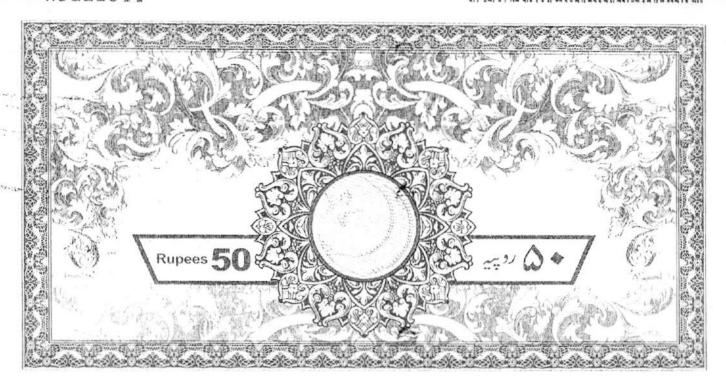
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

#### 6. Dispute Resolution:-

- The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out 6.1 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 arbifrators, 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
- Consequently upon the termination the Government or the Supplier, as the case may be, shall reimburse 7.3 each other for any loss or damage arising out of the termination.



## . MOHSIN ZAIDI STAMP VENDOR

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hog No.63 Notitlesk-6. PE C.H.S. Karachi

ic. No. 34Any 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 ATE notice is sent by telex or fax it shall be deemed to have been served when transmissions SUED TO wthereof to the appropriate teles or fax number sent out below has been received.

PROSE Not to Be 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 Name of Seller / Supplier

Designation

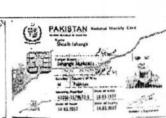
CNIC#

Shoaib Jahangir

CEO

42201-1579672-5

Signature كشده كاراسك برقركان ليبكس معي ذال و



WITNESS

Name: Father's Name:

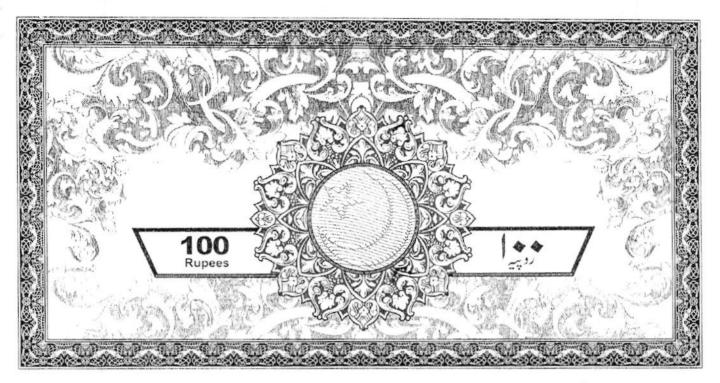
CNIC#

Abdul Moeed Atif Rasheed

17301-8914347-9

Signature





# CONTRACT AGREEMENT NO. P/ 255//CA/AP-II/SOLAR SYSTEM/2020-21, DATED 8/ 05/2021 FOR SUPPLY/INSTALLATION OF SOLAR SYSTEM WITH INVERTER 5-KVA TO KHYBER PAKHTUNKHWA POLICE (REGULAR)

This contract agreement is made and entered into on 18 105 12021 BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through Inspector General of Police (hereinafter referred as the "purchaser") which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the First part and M/S Choice International, Flat # 6, 3<sup>rd</sup> Floor, Marhaba IT Tower, University 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>Solar System with Inverter 5-KVA</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>Solar System with Inverter 5-KVA</u> and is a registered unit under the law of Pakistan having its registered office at <u>Flat # 6, 3<sup>rd</sup> Floor, Marhaba IT Tower, University Road, Peshawar (Pakistan)</u>

AND WHEREAS the First party invited tenders for supply / installation of the <u>Solar System</u> with <u>Inverter 5-KVA</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.

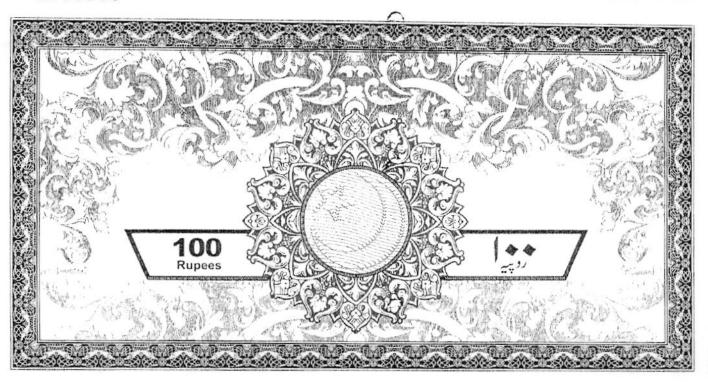
1.2 This agreement shall be for supply / installation of the <u>Solar System with Inverter 5-KVA</u> duly agreed during proceedings as per description and approved sample / specification.

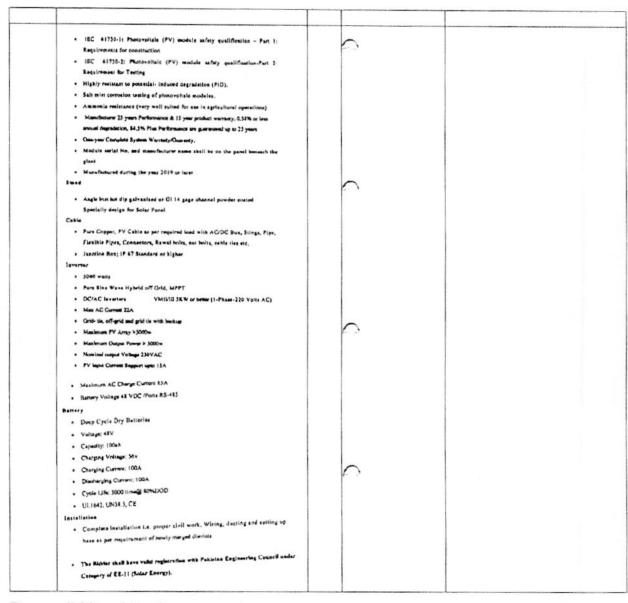
1.3 This agreement shall be valid for financial year 2020-21 or final execution of the agreement as the case may be.

#### 2. Agreement Price and Product Specification:-

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

S No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	Solar System with Inverter 5-KVA  PV MediateRelar Panel  Total Army Size 5000 Watts  Cell Type: Peru Mone-Crystalline Silicon Shingle  Freet Tempered Safety Class  Operating Voltage (Vmp) 37V or higher  Operating Voltage (Vmp) 37V or higher  Operating Current (imp) 11 or higher  Open Circuit Voltage 46 or higher  Fower Tulerance 7/-3%  Temperature Coefficient -0.4%  Short Choult Carrent 12,50A or higher  Module Efficiency 20 or Higher	7	Rs. 1,139,000/-	Rs. 7,973,000/- (Seven million nine hundred seventy three thousand only)
	IEC 41215: Crystalline allicon terrestrial photovoltale modules – design qualification and type approval.	TIG Z	ERNATIONAL K Plaza University Road, Pe K Plaza University 58505	42

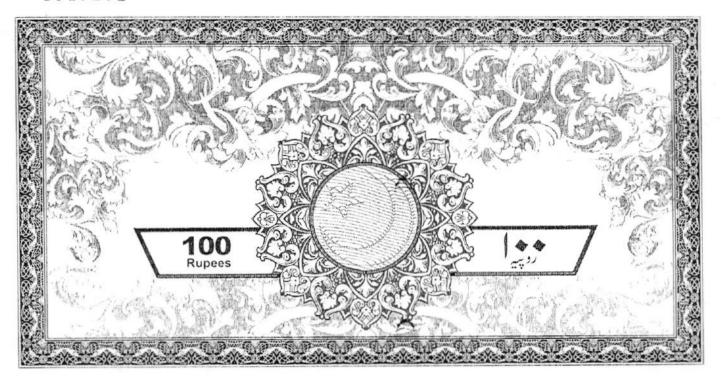




#### 3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- Government shall place a demand for supply / installation of Solar System with Inverter 5-KVA and 3.1 shall make payment on delivery / installation 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.
- 3.4
- Government will be responsible to provide open to sun roof top (Luntered) space for Solar installation. If any type of alteration required of test survey or at the fine of Ohstallation seller / supplier is authorized to do within tender specification. 3.5 authorized to do within tender specification.



## 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>Up to 10-June 2021</u> from the date of signing the contract.
- 4.3 Supplier will supply / install 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 / installation 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 / installed to the concerned Special Branch Offices in Newly Merged Districts specified by Special Branch HQrs.

## 5. Applicable Law:-

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

#### 6. Dispute Resolution:-

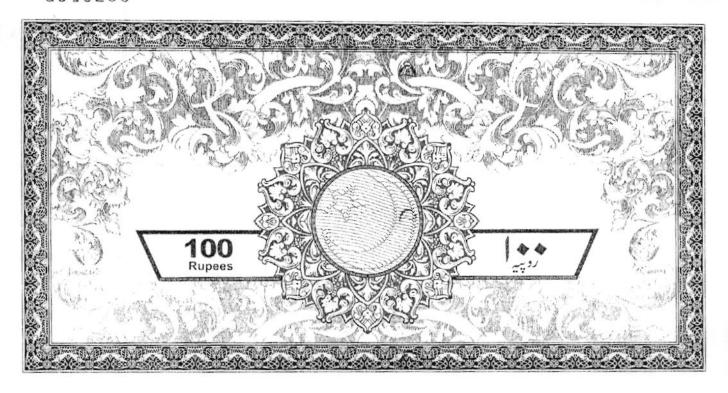
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single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

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 the propriate telex or fax n



#### 9. Force Majeure:-

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

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

WITNESS AIG (F&P) CPO PESHAWAR Supplier Fint Enantional Supplier 7/6 Zark Plaza University Road, Pesh

Name : Shahid Iqbal

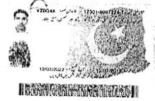
Designation : CEO

CNIC No : 17301-1344633-9

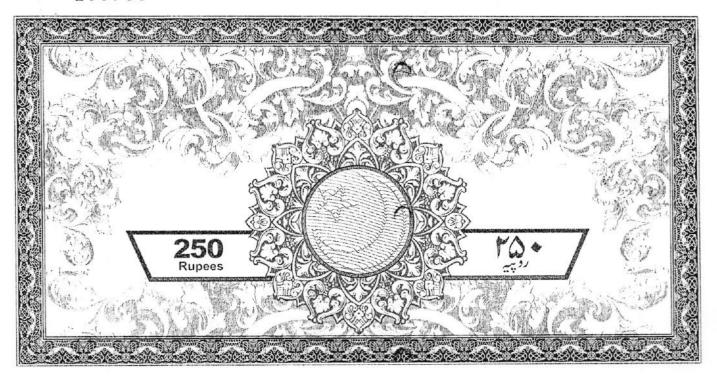


Witness by Supplier

Name : Muhammad Jalal F. Name : Muhammad Jamil CNIC No : 17301-5087224-7







## CONTRACT AGREEMENT NO. P/ 2603 /CA/AP-II/AC/2020-21, DATED 24/ 5/2021 FOR SUPPLY OF SPLIT AIR-CONDITIONER (1.5-TON) TO KHYBER PAKHTUNKHWA POLICE (REGULAR)

This contract agreement is made and entered into on 24/e5/2021 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 Al-Hamid Traders (Pvt) Ltd, Suite No. 3, 3<sup>rd</sup> Floor Aslam Plaza, Shah Wali Qatal, Qissa Khawani Bazar 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 **Split AC (1.5-Ton)** 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 Split AC (1.5-Ton) and is a registered unit under the law of Pakistan having its registered office at Suite No. 3, 3<sup>rd</sup> Floor Aslam Plaza, Shah Wali Qatal, Qissa Khawani Bazar Peshawar (Pakistan).

AND WHEREAS the First party invited tenders for supply of the <u>Split AC (1.5-Ton)</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>Split AC (1.5-Ton)</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 or final execution of the agreement as the case may be.

## 2. Agreement Price and Product Specification:-

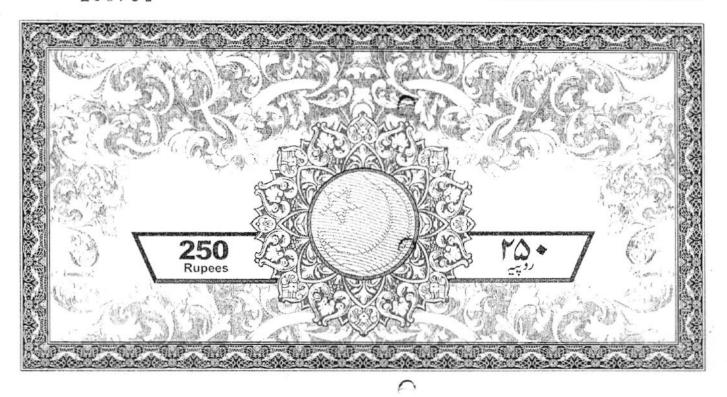
2.1 The agreement price for the current financial year 2020-21 and product particulars shall be as follows:-

S No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	Split AC (1.5-Ton)  Inverter Wall mounted Energy Efficiency Ratio (EER) 9 Minimum 18000 btu Compressor Warranty 3-years Parts Warranty 1-year	30	Rs. 81,499/-	Rs. 2,444,970/- (Two million four hundred fourty four thousand nine hundred seventy only)

## 3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of Split AC (1.5-Ton) 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.



### 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 07-June 2021 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.

## Applicable Law:-

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

## 6. Dispute Resolution:-

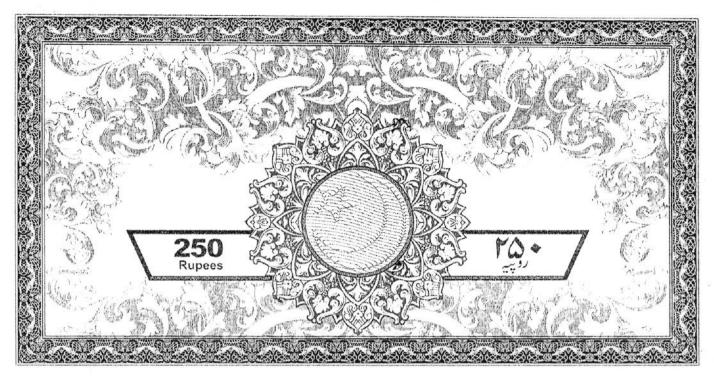
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single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

## 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:-

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

#### 9. Force Majeure:-

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

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

WITNESS AIG (F&P) CPO PESHAWAR Supplier

Name : Amir Mumtaz

Designation : Director

CNIC No : 17301-6548773-3

DECEMBER OF THE PROPERTY OF THE PARTY OF THE

Witness by Supplier

Name : Hamid Mumtaz

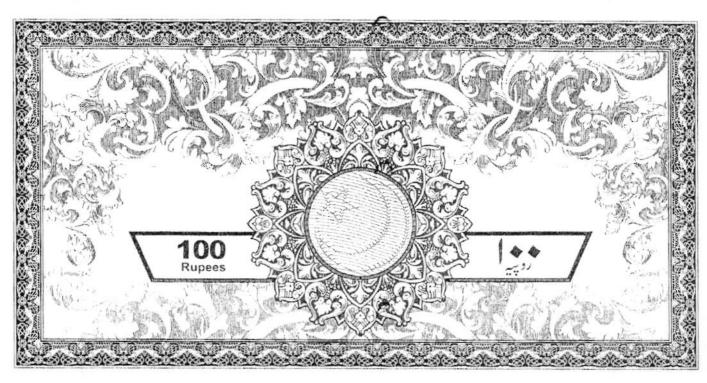
f. Name : Fayaz Ahmad Mumtaz

CNIC No : 17301-1078028-1





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# CONTRACT AGREEMENT NO. P. 2768 /CA/AP-II/TRANSPORT/REG/2020-21, DATED | 106 /2021 FOR SUPPLY OF MOTORCAR 1300-CC TO KHYBER PAKHTUNKHWA POLICE PESHAWAR (REGULAR)

1. This contract agreement is made and entered into on 106 / 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 <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 <u>Transport</u> and is a registered unit under the law of Pakistan having its registered office at <u>University Road</u> Peshawar Pakistan.

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

#### 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>Transport</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 or final execution of the agreement as the case may be.

#### 2. Agreement Price and Product Specification:-

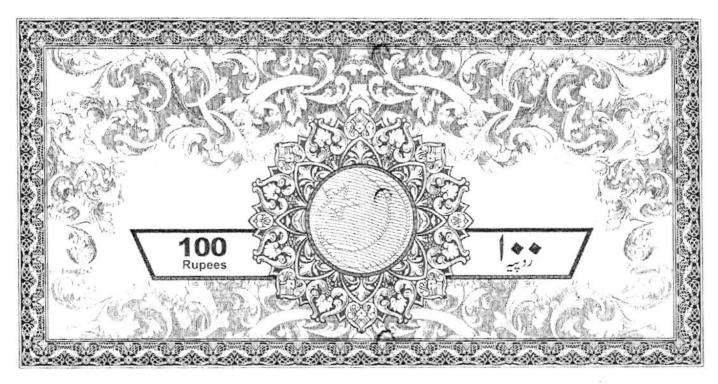
2.1 The agreement price for the current financial year 2020-21 and product particulars shall be as follows:-

Sr. No.	Description	Qty	Rate per unit inclusive all taxes	Total amount contract value	Delivery Period
1	RHD Toyota Yaris ATIV 1.3 K CVT Automatic	16	Rs.2,834,849/-	Rs. 45,357,584/- (Rupees fourty five million three hundred fifty seven thousand five hundred eighty four only)	120-Days after advance payment

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

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. 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.

#### 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:-

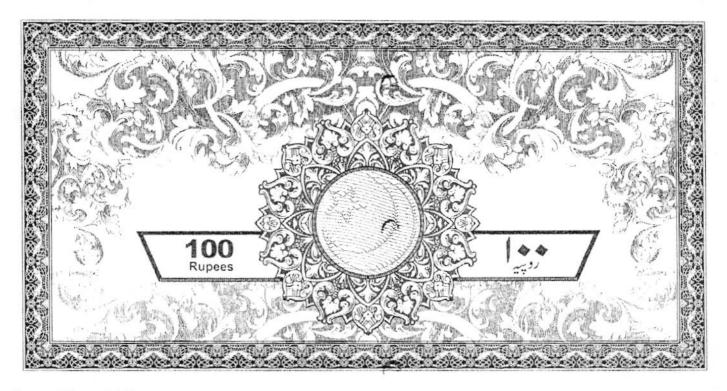
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single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

Supplier Name : Irfan Haider

Designation : Manager Sales & Marketing

CNIC No : 17301-1824149-7

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Witness by Supplier

Name : Muhammad Qaisar Khan

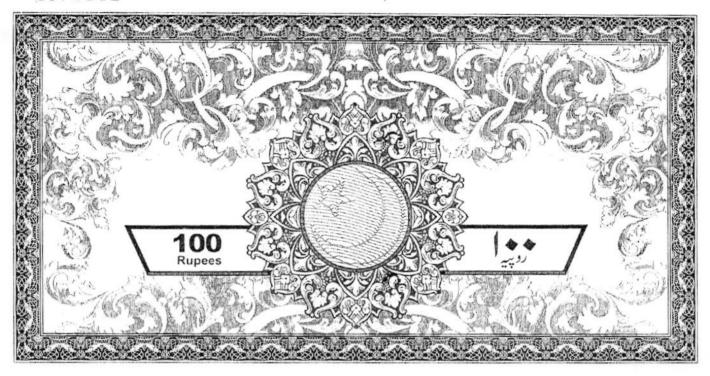
F. Name : Shirin Muhammad CNIC No : 16202-4416349-7

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## CONTRACT AGREEMENT NO. P. 2666 /CA/AP-ILIFAX MACHINE/2020-21, DATED 257.5 /2021 FOR SUPPLY OF FAX MACHINES TO KHYBER PAKHTUNKHWA POLICE (Training of Levies & Khasadar)

This contract agreement is made and entered into on <u>35/05/2021</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>M/S Office Automation Group (OAG)</u> 19-Ground Floor, Gul Haji Plaza University 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>Fax Machines</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>Fax</u> <u>Machines</u> and is a registered unit under the law of Pakistan having its registered office at <u>19-Ground Floor</u>, <u>Gul Haji Plaza University Road Peshawar (Pakistan)</u>.

AND WHEREAS the First party invited tenders for supply of the <u>Fax Machines</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>Fax Machines</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 or final execution of the agreement as the case may be.

## 2. Agreement Price and Product Specification:-

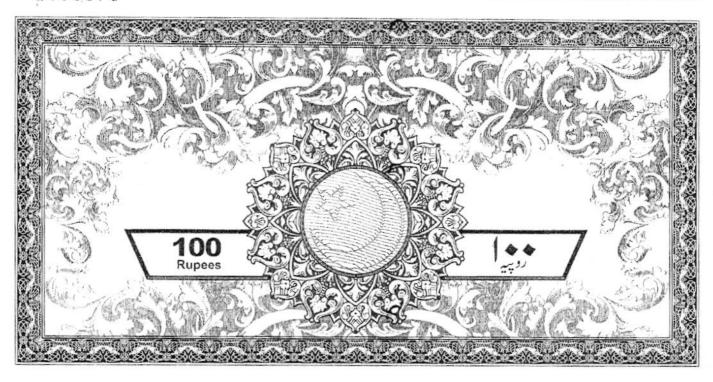
2.1 The agreement price for the current financial year 2020-21 and product particulars shall be as follows:-

S No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	Fax Machine  I aser Fax Machine  Paper Size  A-4 & Legal (both sending & receiving)  Built-in ADF with 30 sheets or above capacity both A-4 & Legal size  Paper Capacity  150 sheets (A-4 & Legal size) (or higher)  One- year warranty	12	Rs. 43,200/-	Rs. 518,400/- (Five hundred eighteen thousand four hundred only)



OFFICE AUTOMATION GROUP 19 Ground Floor Gui Haji Plaza





## 3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>Fax Machines</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 bup to 5-June 2021 from the date of signing the contract.
- 4.3 Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- 4.4 Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR.
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of <u>1-Years</u>.
- 4.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.8 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.
- 4.9 The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar.

#### 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:-

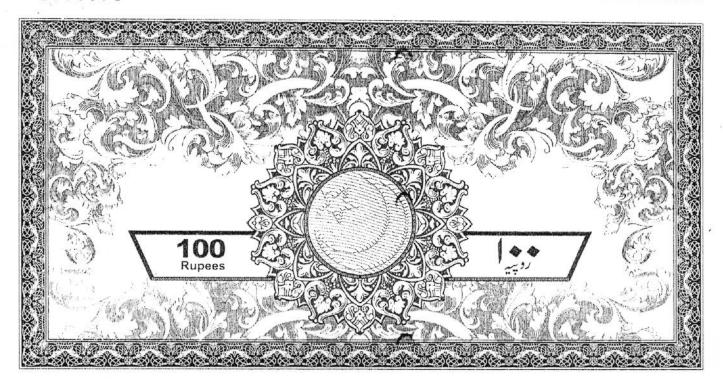
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single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

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OFFICE AUTOMATION GROUP 19 Ground Floor Gul Haji Plaza



- 7.3 Consequently upon the termination the Government or the Supplier, as the case may be, shall reimburse each other for any loss or damage arising out of the termination.
- 8. Notices:-
- Any notice given under the provisions of this agreement shall be in writing and if sent by registered mail, and shall be deemed to have been served on the following days i.e. date of posting, appropriately addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions thereof to the appropriate telex or fax number sent out below has been received.

#### 9. Force Majeure:-

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 University Road Peshawar Ph: 091-5845450 - 5701457

Khawaja Shehzad Anwer

Branch Manager

17301-0856993-3

Signature

PAKISTAN Personal Number County Carp

PAKISTAN Personal Pe

WITNESS

Name: Father's Name:

Father's Name: CNIC #

Shafqat Ali Waris Ali

17301-3580452-1

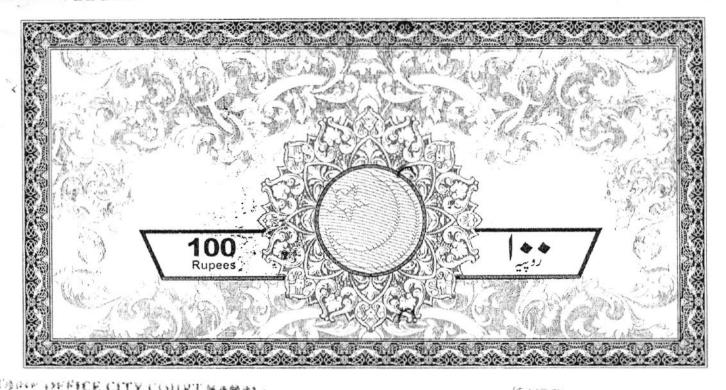
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OFFICE AUTOMATION INCOUP 19 Ground Floor Gut Haji Plaza



CONTRACT AGREEMENT NO. BACV 2792/CA/AP-II/COMPUTER/2020-21, DATED / 106/202

This contract agreement is made and entered into on 1 < 1 / 2021 BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through Inspector General of Police (hereinafte 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 Kontinental Establishment, Suite # 112, Fir. Floor, Europa Centre, Hasrat Mohani Road Karachi (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>Desktop Computers</u> as per description, approve specification through legal, transparent and fair meens in the interest of the Police Department.

AND WHEREAS the Second party has the specialty in manufacturing and supply of the <u>Deskto</u> <u>Computers</u> and is a registered unit under the law of Pakistan having its registered office at <u>Suite # 112</u>, <u>Fire Floor</u>, <u>Europa Centre</u>, <u>Hasrat Mohani Road Karachi</u> (<u>Pakistan</u>).

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

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

- Commencement, Duration and Extension:-
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the <u>Desktop Computers</u> duly agreed during proceedings as portion 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:-

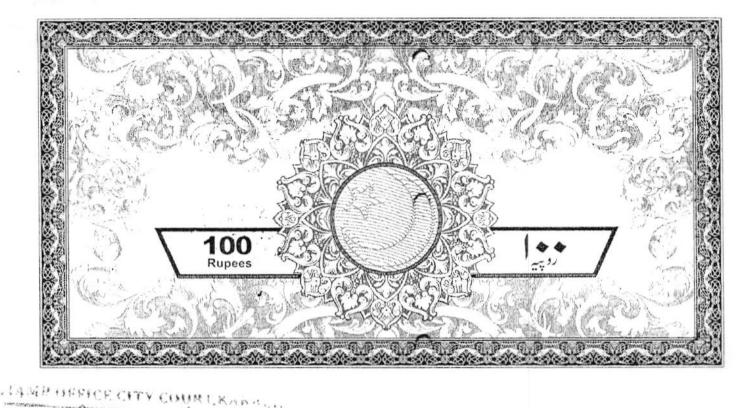
S No.	Description of Articles with Specification	Qty (Nos)	Unit Price	Total contract value
1	Desktop computer  10th Generation Intel Core-17 3.0 GHz (or higher)  RAM 5 GD DDR-4  One TB SATA (7200-rpm Hard drive or higher)  Optical Drive; DVD-RW  Integrated Intel® HD Graphics  Integrated Glgabit NIC  Wireless Connectivity  Integrated High Definition Audio  USB Keyboard & USB optical Scroll Mouse  18.5-inch Widescreen LED Display  Licensed Microsoft Windows 10 Professional (64 bits) and Licensed Anti-Virus  One-year warranty	63	Rs. 138,000/-	Rs. 8,694,000/- (Eight million six hundred ninety four thousand only)

## 3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>Desktop Computers</u> and shall make payment of 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.

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Responsibility/of the Seller/Supplier:-

Coordination with the Government in supply of the store.

2 Completion of the delivery will be 90-Days from the date of signing the contract.

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 Inspectic 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 shape of CDR.

Supplier will be responsible for removing the fault, repairing and replacing the defective store durir

warranty period of <u>1-Years</u>.

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

4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered to 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% prononth 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.

#### Applicable Law:-

4.5

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

## 6. Dispute Resolution:-

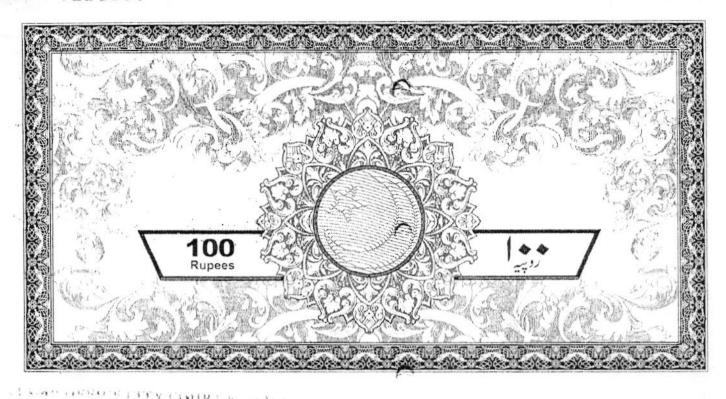
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising or of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall t referred to arbitration by a single 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 referre for arbitration under the arbitration Act, 1940. The decision under the said Act, in respect of the disput 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 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 reimburs 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 mai 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 dv 9,1, Ec. The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agree due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock our and other circumstances and disturbances, which are beyond the control of both the Parties. Any Part 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

Name of Seller / Supplier

Designation CNIC#

Muhammad Nasir Rafiq Accounts Manager 12101-0959550-3

Signature





WITNESS

Name: Father's Name:

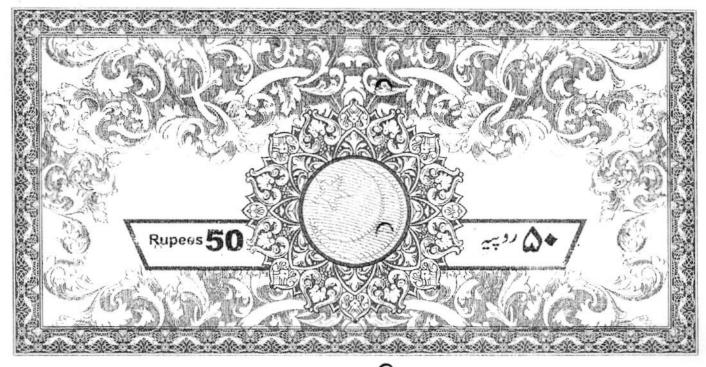
Zahid Khan Jaffar Khan 17301-7522637-3

Signature

CNIC#







CONTRACT AGREEMENT NO. P. 2660 /CA/AP-II/WATER DISPENSER/2020-21, DATED 25/c5/2021
FOR SUPPLY OF ELECTRIC WATER DISPENSER TO KHYBER PAKHTUNKHWA POLICE (Training of Levies & Khasadar)

This contract agreement is made and entered into on \( \frac{1}{\omega\cupsersigme} \) AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through \( \frac{Inspector General of Police (hereinafter referred as the "purchaser") \) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the First part and \( \frac{M/S IMRO International Baghdada District Mardan (Pakistan) \) 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>Water dispenser</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>Water dispenser</u> and is a registered unit under the law of Pakistan having its registered office at <u>Baghdada District Mardan</u> (Pakistan).

AND WHEREAS the First party invited tenders for supply of the <u>Water dispenser</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>Water dispenser</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 or final execution of the agreement as the case may be.

## 2. Agreement Price and Product Specification:-

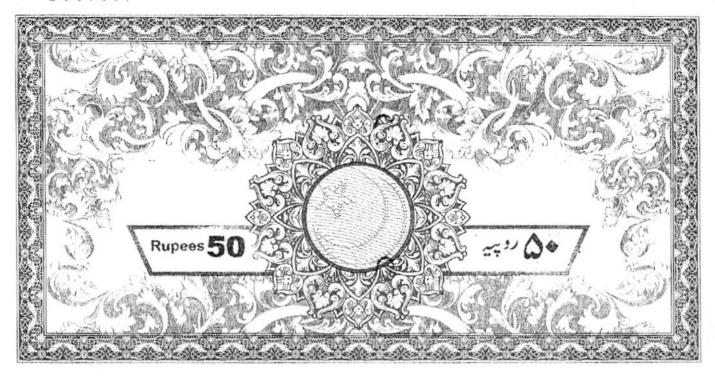
2.1 The agreement price for the current financial year 2020-21 and product particulars shall be as follows:-

			1	
S No.	Description of Articles with Specification	Qty (Nos)	Unit Price	Total contract value
1	Easy operations switches     Hot and cool system     Cabinet type fridge     One-year warranty	20	Rs. 22,400/-	Rs. 448,000/- (Four hundred fourty eight thousand only)

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

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>Water dispenser</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 5-June 2021 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.

## 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.

#### Dispute Resolution;-

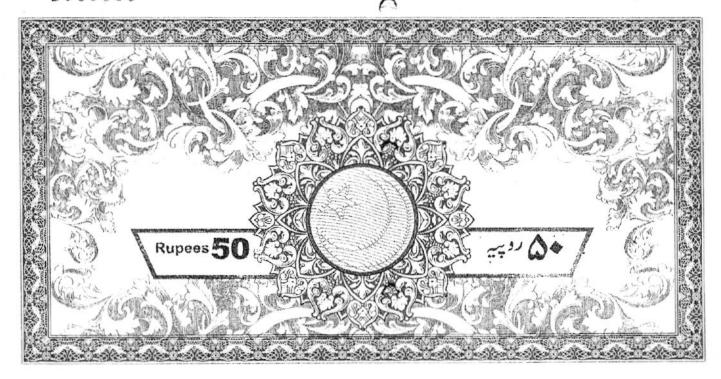
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single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

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 Name of Seller / Supplier

Designation
CNIC #

Signature

WITNESS

Name:
Father's Name:

CNIC #

Signature

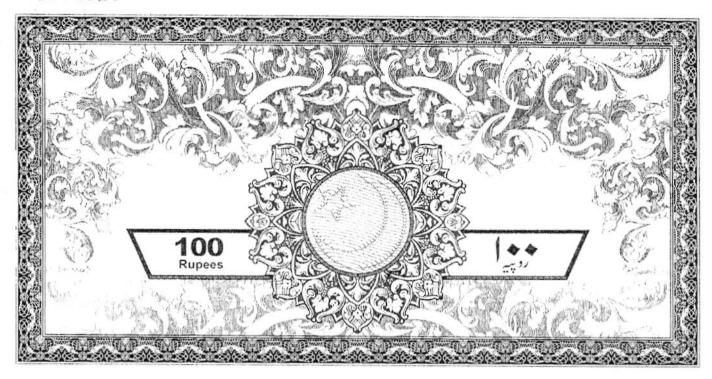
Shehzad Muhammad Nisar

Muhammad Hanif
16101-1174250-1

Signature

TREAL PROPERTY.





CONTRACT AGREEMENT NO. P. 8526 /CA/AP-II/PHOTOSTAT MACHINE/2020-21, DATED 7 / 05/2021
FOR SUPPLY OF PHOTOSTAT MACHINES TO KHYBER PAKHTUNKHWA POLICE (Training of Levies & Khasadar)

This contract agreement is made and entered into on 7/05/2021 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 O&A Business Machine (Pvt) Ltd office No. 79, 3<sup>rd</sup> Floor Deans Trade Centre Peshawar Cantt: (Pakistan) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase <u>Photostat Machine</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 Photostat Machine and is a registered unit under the law of Pakistan having its registered office at office No. 79, 3<sup>rd</sup> Floor Deans Trade Centre Peshawar Cantt: (Pakistan).

AND WHEREAS the First party invited tenders for supply of the <u>Photostat Machine</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:

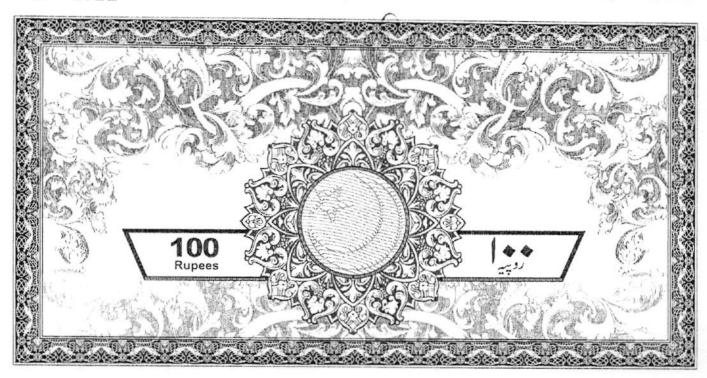
## 1. Commencement, Duration and Extension:-

- 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>Photostat Machine</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 or final execution of the agreement as the case may be.

#### 2. Agreement Price and Product Specification:-

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

S No.	Description of Articles with Specification	Qty	Unit Price	Total contract value
	Photostat Machine  25 CPM Speed with Trolley  Paper Capacity: 250 x 2 sheets tray + 1.00 Sheets Bypass (or higher)	C:		
1.	Maximum Paper Size: A-3     Scanning (color), printing and fax facility     Network and USB connectivity for printing     Duplex copying and printing facility	17	Rs. 174,000/-	Rs. 2,958,000/- (Two million nine hundred fifty eight thousand only)
	USB 2.0 or higher port  One-year warranty	O.H.	USOG # DOS	Sama!



### 3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>Photostat Machine</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 <u>30-Days</u> from the date of signing the contract.
- 4.3 Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- 4.4 Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR.
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of 1-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.
- 4.9 The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar.

## 5. Applicable Law:-

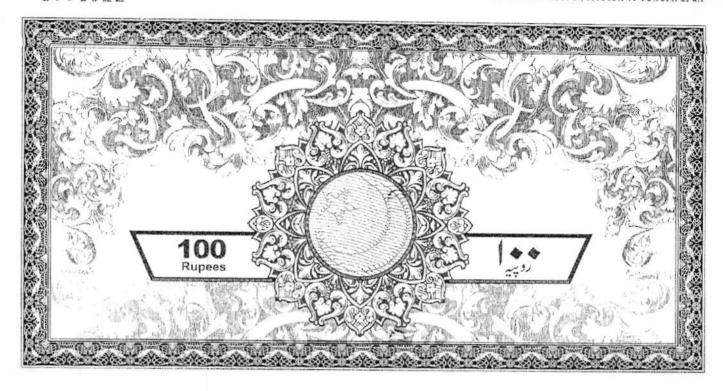
The Government as well as the Seller/Supplier shalk undertake to comply with all the relevant especially Procurement Laws for the time being in force.

#### 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:-

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.

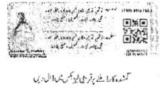
For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

WITNESS AIG (F&P) CPO PESHAWAR Supplier
Name : Salman Aftab
Designation : Sales Executive

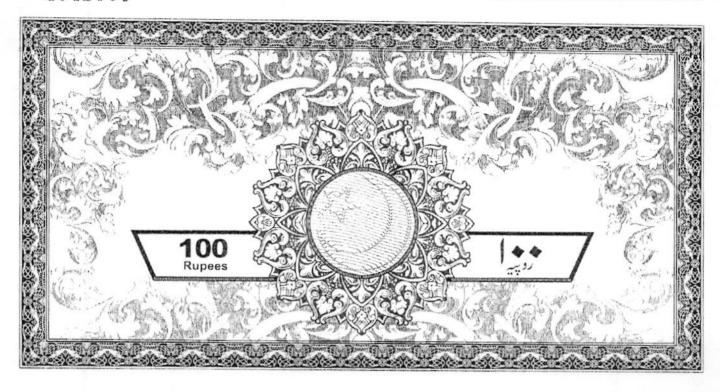


Witness by Supplier

Name : Muhammad Ilyas
F. Name : Muhammad Yousaf
CNIC No : 17301-8916294-3







# CONTRACT AGREEMENT NO. P. 25/9 /CA/AP-II/PRISONERS VAN/2020-21, DATED 7/05/2021 FOR SUPPLY OF PRISONER VAN TO KHYBER PAKHTUNKHWA POLICE (NMAS)

This contract agreement is made and entered into on 7 / 05 /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 Al-Haj Faw Motors (Pvt) Ltd, near Sarhad University Ring 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>Prisoner Van</u> as per description, approved specification through legal, transparent and fair means in the interest of the Police Department.

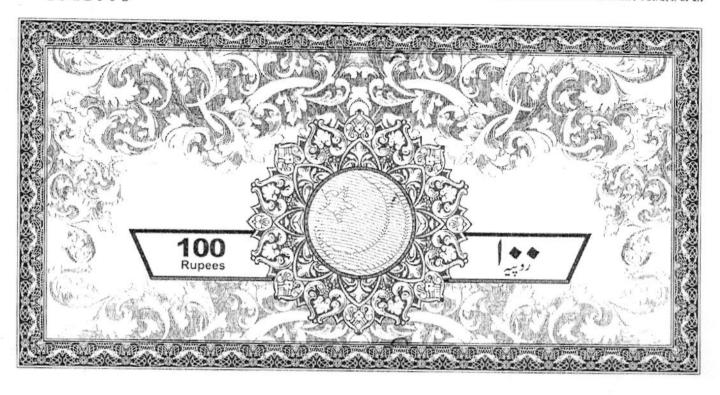
AND WHEREAS the Second party has the specialty in manufacturing and supply of the <u>Prisoner Van</u> and is a registered unit under the law of Pakistan having its registered office at <u>near Sarhad University Ring Road Peshawar (Pakistan)</u>.

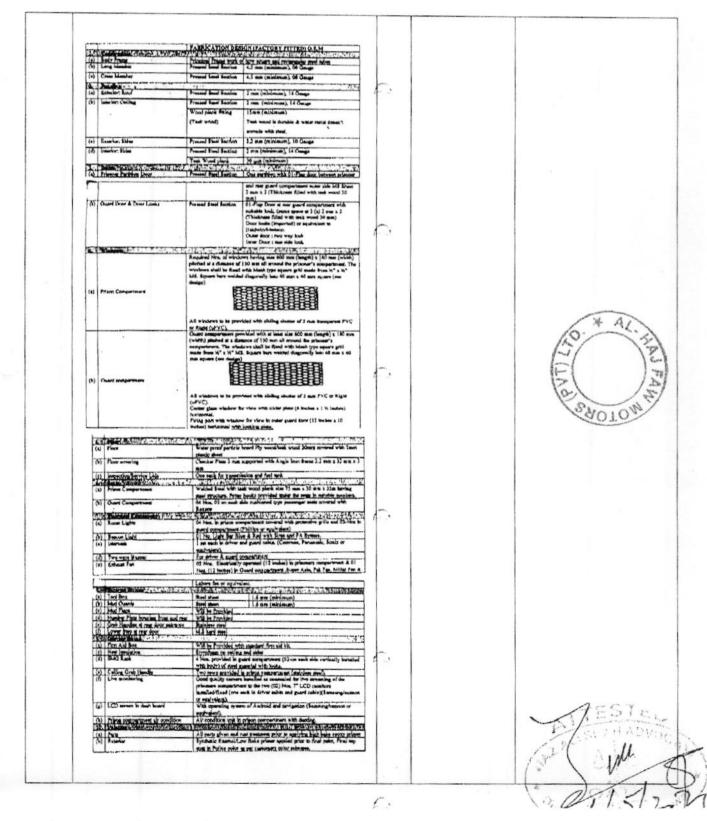
AND WHEREAS the First party invited tenders for supply of the <u>Prisoner Van</u> and the Second party, being a successful bidder has accepted the offer of the Government in lieu of the consideration mutually agreed and on such terms and condition as may be reflected in this agreement.

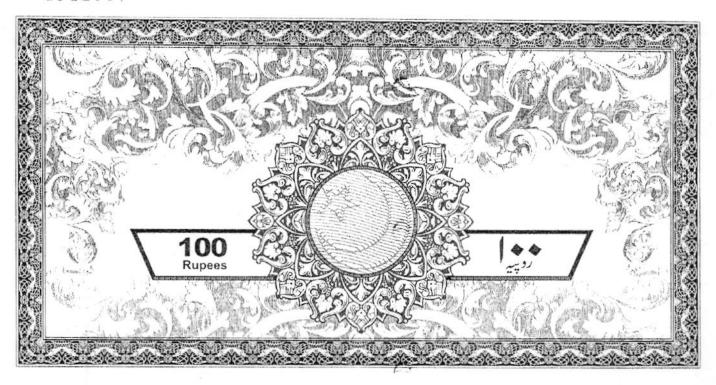
#### NOW, THEREFORE, BOTH THE PARTIES HEREBY AGREED AS FOLLOWS:

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

S No.	Description of Ar	ticles with Specification	Qty	Unit Price	Total cost
	Prisoner Van				
	DESCRIPTION Eagine type/ No of syttedore	APECURCATION  Wine coolet, Oil C. Direct injection  Ot system is Irre			
	Displacement	40#0-4400cc			·>/ whi
	Exhaust system	Farm-2, lease, Fine, Master, Hilton, Master ste or equivalent.	07		0-1
	Man - Torque KG/RPM	29/1806-)7/1104 (minimum) Taunu, Paw, Master, Hiro, Niesan me te estabalisti		Rs. 6,870,000/-	1-1
	Max cutput PS/RPM	126/2200-120/2500 (minimum) larms, Pres, Masser, I Eng., Nauer etc or exclusives			Rs. 48,090,000/- (Fourty eight million ninety thousand only)
	Length (mm)	A6 10 to 6742 repr. (minimum) Incom. Paw, Marter, Fline, Missen on or spulyshopi.			
	Width (mrs)	1995 (minimum) Lumi, Few, Marrer, Histo, Wissen str or equivalent.			
	Height (mm)	2220 to 224 horn (minimum) locate, Fam, Masser, Flore, Missen on or southeless.			
1.	Wheel base (max)	2815 to 2772mpr (minimum) leases, Fair, Marter, Films, Nissan ste or myslenieri			
	Gross vehicle weight	08 to 00 tons burns, Paur, Mander, Hind, Misses ste or equivalent			
	Transmission	Manual transmission (01 in 16 speed Serveril guest # 01 reverse)			
	Simbon type (from and row)	Vantilated Star Treum (on harms brid on with alarens wave en.) ARS (optional)			
	Euspeanize (type (from and new )	From - I bear.  Low - seri of intest and agines with shocks.			
	Tyres	Preferably can flat tyres	1		27 11-33 64
	Puel tent capacity	104-lines (minimum)	1		Comment of
	Seating capacity	From cabin-03  Rear cabin-30			
	Pipeathydaha	At head 02 of 05-bg and	6:		12
	Sent twin	Delver + princere calin (moneumental)			13
	Study supposeds of Primeers' Cable	As per attached specification			
			-		1 6 0 1







## 3. Responsibility of the Government:-

The following are the responsibilities of the Government.

3.1 Government shall place a demand for supply of <u>Prisoner Van</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 <u>30-Days</u> from the date of signing the contract.
- 4.3 Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- 4.4 Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR.
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of <u>1-Years</u>.
- 4.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.8 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.
- 4.9 The store will be delivered to Tele-communication HQrs at Malik Saad Shaheed Police Lines Peshawar.

## 5. Applicable Law:-

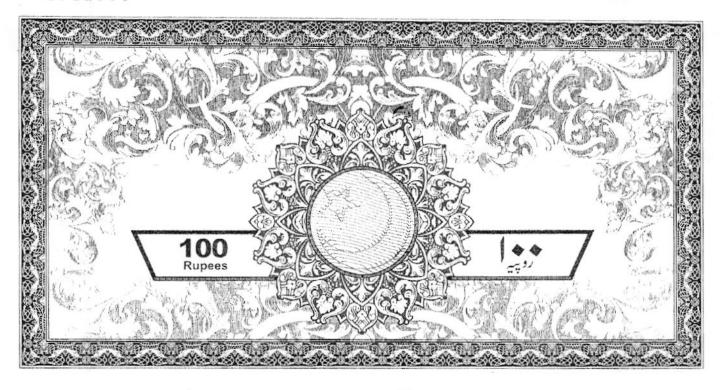
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

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



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

#### 8. Notices:-

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

#### 9. Force Majeure:-

WITNESS

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

AIG (F&P) CPO PESHAWAR

Supplier Name

Name : Rasheed Khan
Designation : Managing Director
CNIC No : 42301-1738570-1

ما المنظمة ال

Entered Date

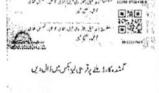
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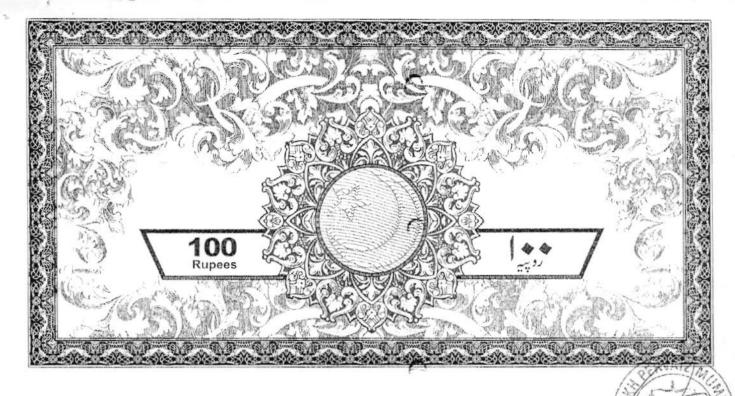
Witness by Supplier

Name : Abubakar

F. Name : Jamal Khan Nasir CNIC No : 21203-8555438-9







# CONTRACT AGREEMENT NO. P/ 2735/CA/AP-II/THUMB DEVICE/2020-21, DATED 3// 5/2021 FOR SUPPLY OF THUMB DEVICES TO KHYBER PAKHTUNKHWA POLICE (TRAFFIC FUND)

This contract agreement is made and entered into on 3 1/0572021 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 Digital Data Systems, suite # 1, 2<sup>nd</sup> floor, link arcade, Model Town link road, 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>Thumb Device</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 Thumb Device and is a registered unit under the law of Pakistan having its registered office at suite # 1, 2<sup>nd</sup> floor, link arcade, Model Town link road, Lahore (Pakistan).

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

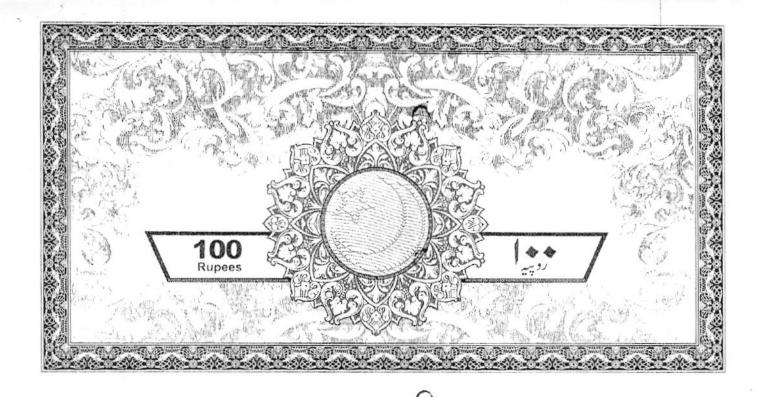
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the <u>Thumb Device</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial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

#### 2. Agreement Price and Product Specification:-

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

S No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	THUMB DEVICE  Image Resolution: 500 dpi or above  Size: Image 260 x 300 pixels or above  Platen: 0.6" x 0.7" or above  Sensor Type: Optical  Speed: Fingerprint Capture: 0.2 to 0.5 s  Supported Operating Systems: Windows Server 2012/2016, 7/8/10 (32 & 64 bits) & above  Web API Support: API for real time support (One API for whole quantity)  Interface: USB 2.0 or higher  Warranty: 1 years	15	Rs. 14,698/-	Rs. 220,470/- (Two hundred twenty thousand four hundred seventy only)

ANTESTED



## Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>Thumb Device</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.

## 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 5-June 2021 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.

#### Applicable Law:-

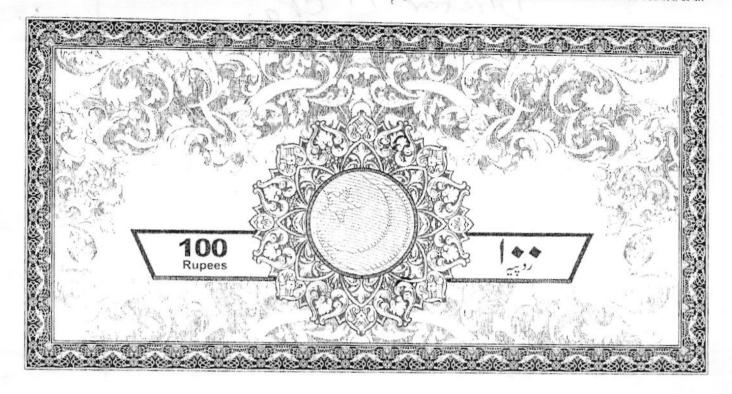
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

#### 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 Setter/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 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 Supplier

Name : Faheem Ullah

Designation : Marketing Manager CNIC No : 17101-8794556-1

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Witness by Supplier

Name : Safi Ullah F. Name : Faiz Ullah

CNIC No : 17101-4507350-1



