

REPEAT CONTRACT AGREEMENT NO. P/3/73 /CA/AP-I/UNIFORM/REG/2021-22, DATED 9 /6 /2022 FOR SUPPLY OF REGULAR UNIFORM TO KHYBER PAKHTUNKHWA POLICE (REGULAR)

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 MS Chiragh Din & Sons, Building No.5, Amrat Sari Street, Main Canal Road, Mughalpura, 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>Stitched uniform for Regular Police</u> as per description, approved specification through legal, transparent and fair means in the interest of the Police Department.

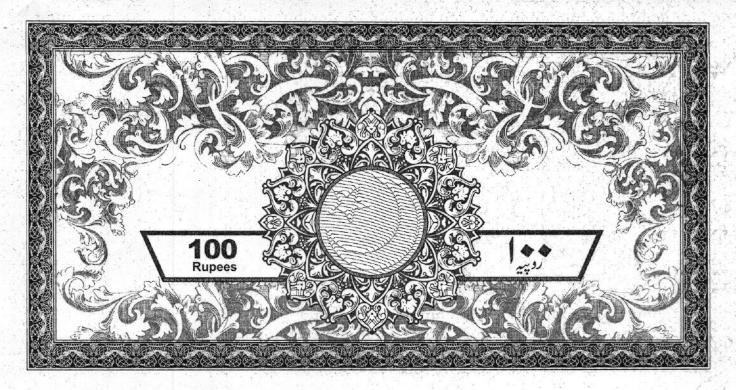
AND WHEREAS the Second party has the specialty in manufacturing and supply of the <u>Stitched uniform for Regular Police</u> and is a registered unit under the law of Pakistan having its registered office at <u>Building No. 5</u>, <u>Amrat Sari Street</u>, <u>Main Canal Road</u>, <u>Mughalpura</u>, <u>Lahore (Pakistan)</u>.

AND WHEREAS the First party invited tenders for supply of the <u>Stitched uniform for Regular Police</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>Stitched uniform for Regular Police</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2021-22 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 2021-22 and product particulars shall be as follows:-

No.	Description of Articles with Speci	fication	Qty	Unit Price	Total contract value
1.	Stitched Uniform for Regular Po Khaki Drill Cloth Parameters Way Count (Combed) (ASTM 1059;2017) Weft Count (Combed) (ASTM 1059;2017) Weft Count (Combed) (ASTM 1059;2017) Beds per inch (ASTM 3775;2017) Composition Pabric Weight (g/m2) (ISO 3401:1977) Wests Design Desetrif Pinish Tentile Strength (N) (ISO 13934-01:1999) Teas Strength (N) (ISO 13934-01:1999) Teas Strength (N) (ISO 13934-01:1999) Color Fastmess to Washing (ISO 105-Co6 DIM:2010) Color Fastmess to Chicrine Blacch (ISO 105 Co6 D35) Color Fastmess to Rubbing (ISO 105-R02:1994) Xeñon Aru Lamp uffez 24 hours Color Fastmess to Pirrepiration (IS 105-B02:1994) Xeñon Aru Lamp uffez 24 hours Color fastmess to Pirrepiration (IS 105-B02:1994) Dimensional Stability (ISO 6335:2000) Durable press machine cycle at 70°C for 10 Minutes Waist Absorbercy (drop test) AATOC-79:2010) Stabed difference from security damped for bulk produzion by		Qty 12,476-Pairs	Rs. 2,472/-	Rs. 30,840,672/- (Thirty million eight hundred fourty thousand sin hundred seventy two only)
	Water Absorbency (deep test) AATCC 79:2010) Shade difference from approved sample for bulk production by Spectrophotometer (Primary light D65 Secondary light TL44) Color Codes		12460 st 1440	Burthan H	(DathCome



Parameters	Regulared Level			
Wate Count (Combed) (ASTN 1659:2017) With Count (Combed) (ASTM 1659:2017) Ends per insh (ASTM 3775; 2017)	40/243%			
Well Count (Combed) (ASTM 1059:2017)	40/2+5%	1		
Ends per Inshi (ASTM 3775; 2017)	Minimum IS	i		
Piets per inch (ARTM)775:2917)	\$5-a4 Cotton 7074 n 374			
Comparison	Polyoster 30% a 3%	1		
Fabria Weight (g/m2) (180 3801:1977)	175 9 5 74	- 1		
Weave Design	Cellslar			
Dymouff	Val-Disportes			
Plateh	Hydrophille Soft Plaish			
Tenetle Strangth (N) (ISO (3934-01:1999)	Warp Minimum 450			
	Weft Minimum 200		1	1
Tear Privingth (34) (SPO 13937-01:3009)	Warp Minkman 12 N Weft Minkman 18 N		1	
Martinisis Pilling (ISO 12945-2 2000E) 1,000 Cycles	Minimum 4		1	1
werdings hitself (200 13342-3 20000) 1'000 Chine	Manual 4	1	1	i
Color Features to Washing (ISO 105-CNI DB4(2010)	Color Change Minimum 4 09	1	1	1
	Staining Minimum 3-4	1	1	
	O8		1	1
Celes Pastroes to Chicrise Bleach (ISO 103 CD6 D33)	Color Change Minimum 4 UM Shalaing Minimum 3-4		1	I
	GS MINIMUM 3-4	1	I I	
Color Fastress to Rubbing (ISO (05X12:1993)	Dry Minimum 3-4	ł	1	
	Of	1	1	
	Wat Minimum 4 GS	1	1	
Color Fastness to Light (IRO 105-BO2: 1994)	Minimum 5 85			
Xenon Are Leans after 24 hours Color fusesess to Persylracion (IS 103-B04:2044)	Color Change Ministers 4 OS			
Color Recent to Persylvation (15 105-B04(2004))	Staleing Minhmen 3-4			
	OS .			
Dissensional Stability (ISO 6335-2000) Durable press machine systems	1 Wap ≤ 2.5%			
10°C for 10 Minutes	Well 12.5%			
T States Absorbance (does too) A 4 7/20 39-30100	Maxignem 5 Sec			
Shade difference from approved sample for built production by Specimenholometer (Primary light D61 Secundary light TL94)	AS CIAC \$1.00			
Spectrophotoseter (Trissery light D61 Secondary light TL94)		1	1	
Color Codes	(21.52) (Light Source D65)	1	1	
	(co.se) (cogne courtes (363)		1	
	امقة	1		
	106			
	1.30			

3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>Stitched uniform for Regular Police</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:-

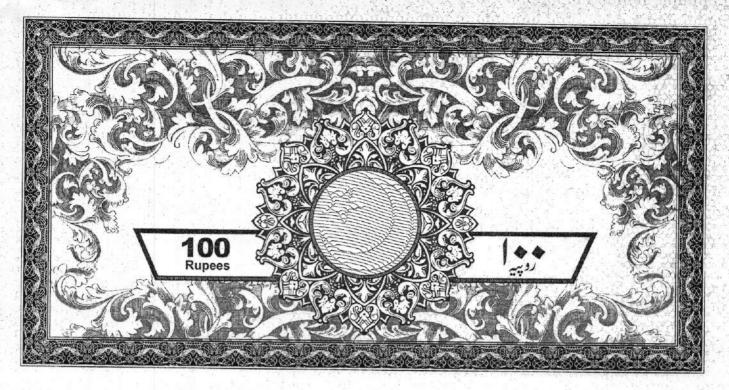
- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be Up to 13 June 2022 from the date of signing the contract.
- 4.3 Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will be accepted only after successful 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 / Bank Guarantee.
- 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.

6. Dispute Resolution:-

- The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- In the event that a dispute arises between the parties that cannot be settled amicably, the dispute 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.
- Notices:-
- Any notice given under the provisions of this agreement shall be in writing and if sent by registered mail, 8.1 and shall be deemed to have been served on the following days i.e. date of posting, appropriately addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions thereof to the appropriate telex or fax number sent out below has been received.
- Force Majeure:-
- 9.1 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 : Rana Muhammad Farooq

Designation : CEO



WITNESS

AIG (F&P) CPO PESHAWAR

Witness by Supplier

Name : Hafiz Amir Ali

F. Name : Rana Shaukat Ali CNIC No : 35201-9024580-7



