

CONTRACT AGREEMENT NO. P/ 5051/CA/AP-II/SPEED CHECKING CAMERA/2020-21, DATED 1/10/2021 FOR SUPPLY OF SPEED CHECKING CAMERAS TO KHYBER PAKHTUNKHWA TRAFFIC POLICE (TRAFFIC FUND)

This contract agreement is made and entered into on 01/10 /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 Public Surveying System Lahore, 160-Anarkali, 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 Speed Checking Cameras 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 Speed Checking Cameras and is a registered unit under the law of Pakistan having its registered office at 160-Anarkali, Lahore (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Speed Checking Cameras 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:-

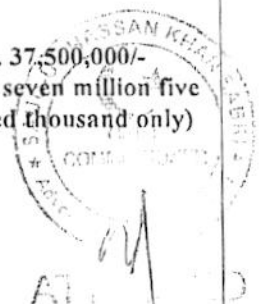
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the Speed Checking Cameras duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial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

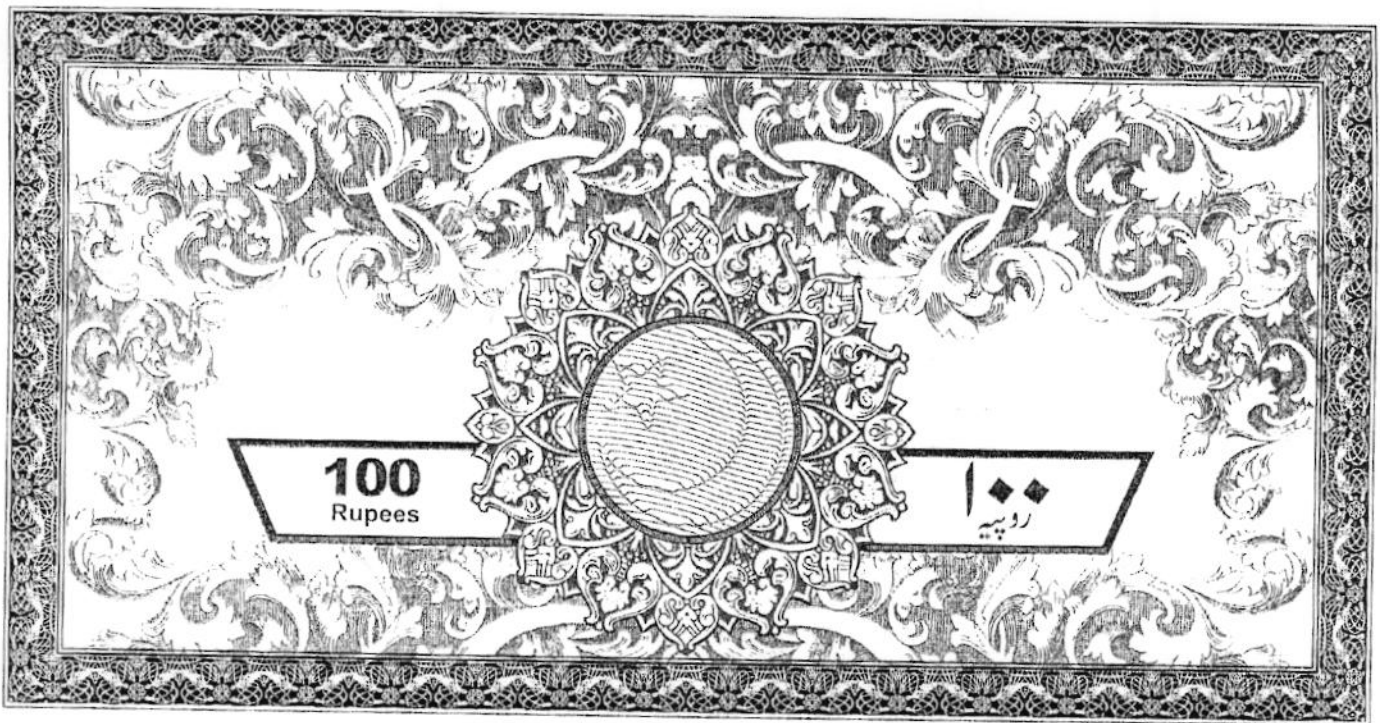
2. Agreement Price and Product Specification:-

- 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.	<p>Speed Checking Camera</p> <p>A compact, portable, rugged, user friendly, light weight and easy to move Laser Based Speed Checking System having system batteries for stand alone operations capable of working (All components must be industrial standard):</p> <ul style="list-style-type: none"> • Under adverse weather conditions like humidity, sunlight, dust, fog and rain etc. • At extreme temperatures i.e. -15 to +40c <p>LASER GUN</p> <ul style="list-style-type: none"> • Speed detection range of minimum 1000 meters for LTV • Speed Measurement Acquisition time Maximum 0.25 seconds • System should have Self-calibration and self-alignment modes • Capable of speed detection of more than one vehicle at the same time • Should be capable of detection of speed of dark colored vehicles without any delay <p>CAMERA</p> <ul style="list-style-type: none"> • Minimum 500x digital zoom color camera with at least 16MP or above resolution • Snapshot facility • Night vision facility to capture speed of vehicle at minimum 300 meters <p>LCD</p> <ul style="list-style-type: none"> • Ruggedized LCD 8" or above touch screen panel should have crystal clear display even in sunlight • Screen display shall contain date, time, officer name, speed limit, speed measured, location etc <p>Flasher-Night Vision</p> <ul style="list-style-type: none"> • Heavy duty high power flash gun (tripod mounted) • Flasher component of the system should be attached with main system via wireless connectivity • Durable flasher batteries having maximum standby time e.g. 04 hours or more • Flasher systems should connect with main systems at minimum 20 meters <p>Software</p> <ul style="list-style-type: none"> • User friendly software with latest anti-virus system • Should be able to classify LTV and LTV Vehicles, speed separately. • Data transfer facility should be available. • Step by step rewind and forward facility • Snapshot during video recording/ image facility. • Offline mode with fine • On screen calculator to view any calculations 	25	Rs. 1,500,000/-	Rs. 37,500,000/- (Thirty seven million five hundred thousand only)

Rs. 37,500,000/-
(Thirty seven million five hundred thousand only)





	<p>Recording Device</p> <ul style="list-style-type: none"> • Capable of both manual and auto recording minimum 120 GB SSD • RAM 4GB • Facility of USB Port for data transfer with 32-GB USB. <p>Ticket Printing</p> <ul style="list-style-type: none"> • Printing tickets for violators. <p>Other Features</p> <ul style="list-style-type: none"> • Speed camera should cover all lanes on road • Video and Snapshot modes (Both) • Speed detection at day and night <p>Tripod Stand</p> <ul style="list-style-type: none"> • Best quality, user friendly, durable and long lasting, adjustable with single handle for Pan / Tilt (Up / Down) <p>Battery</p> <ul style="list-style-type: none"> • Minimum standby time of system battery must be 04 hours • Option to be operated through 12-volt cigarette lighter socket of the vehicle • Extra battery with charger <p>Accessories</p> <ul style="list-style-type: none"> • Housing, Standard carrying case as per design, Cable 			
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3. **Responsibility of the Government:-**

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of **Speed Checking Cameras** 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:-**

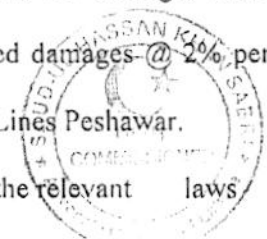
- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be **120-Days** from the date of signing the contract.
- 4.3 Supplier will supply the store for inspection by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- 4.4 Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR.
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of **1-Years**.
- 4.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.8 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.
- 4.9 The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar.

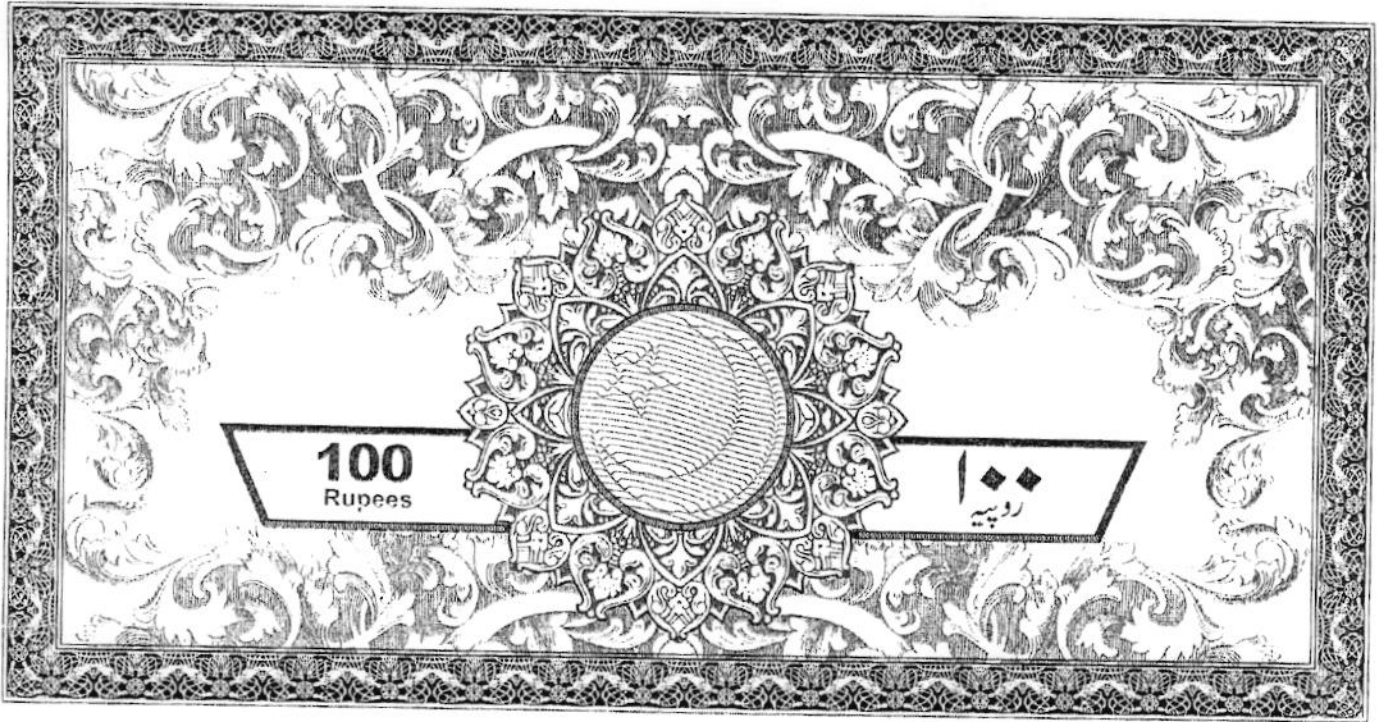
5. **Applicable Law:-**

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

6. **Dispute Resolution:-**

- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single arbitrator to be appointed by each party.
- 6.3 In case the dispute could not be resolved by the arbitrators, as so appointed, the matter shall be referred for arbitration under the arbitration Act, 1940. The decision under the said Act, in respect of the dispute, shall be final and binding on both the parties.





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:-

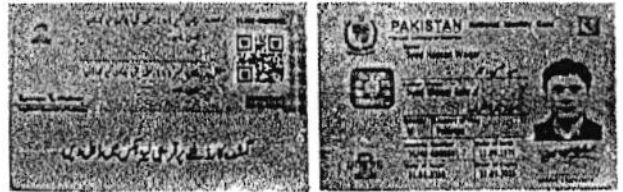
- 9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the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

Public Surveying Systems

Proprietor

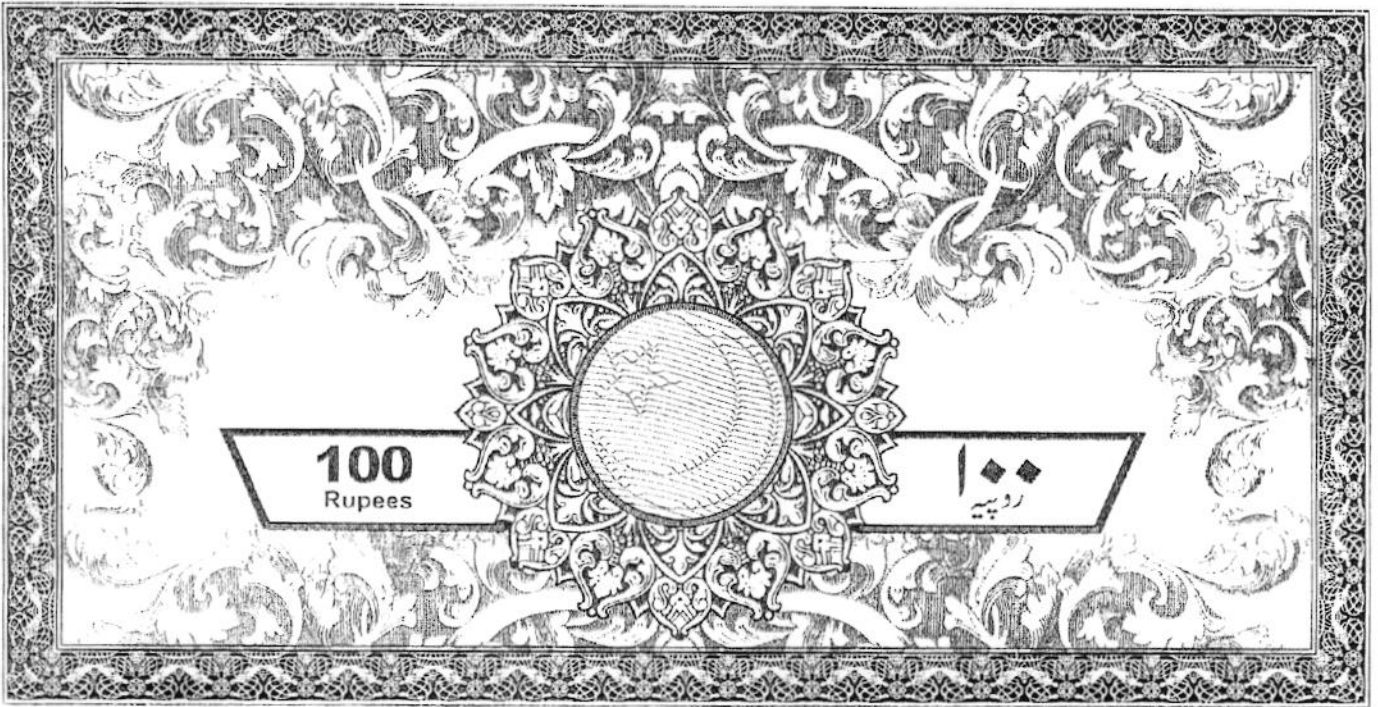
Supplier
 Name : Syed Hassan Waqar
 Designation : Proprietor
 CNIC No : 35202-0888801-7



WITNESS
AIG (F&P) CPO PESHAWAR

Witness by Supplier
 Name : Ihsan Ullah
 F. Name : Abdur Rahman
 CNIC No : 17301-1622005-7





CONTRACT AGREEMENT NO. P/ 5045/CA/AP-II/MOVABLE SIGN BOARD/2020-21, DATED 1/10/2021 FOR SUPPLY OF MOVABLE SIGN BOARDS TO KHYBER PAKHTUNKHWA TRAFFIC POLICE (TRAFFIC FUND)

This contract agreement is made and entered into on 01/10/2021 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 Oceans Trade Enterprises, Office # 7, Mumtaz Tower Gulberg No. II, Main Gulberg 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 Movable Sign Boards 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 Movable Sign Boards and is a registered unit under the law of Pakistan having its registered office at Office # 7, Mumtaz Tower Gulberg No. II, Main Gulberg Road Peshawar (Pakistan).

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

2. Agreement Price and Product Specification:-

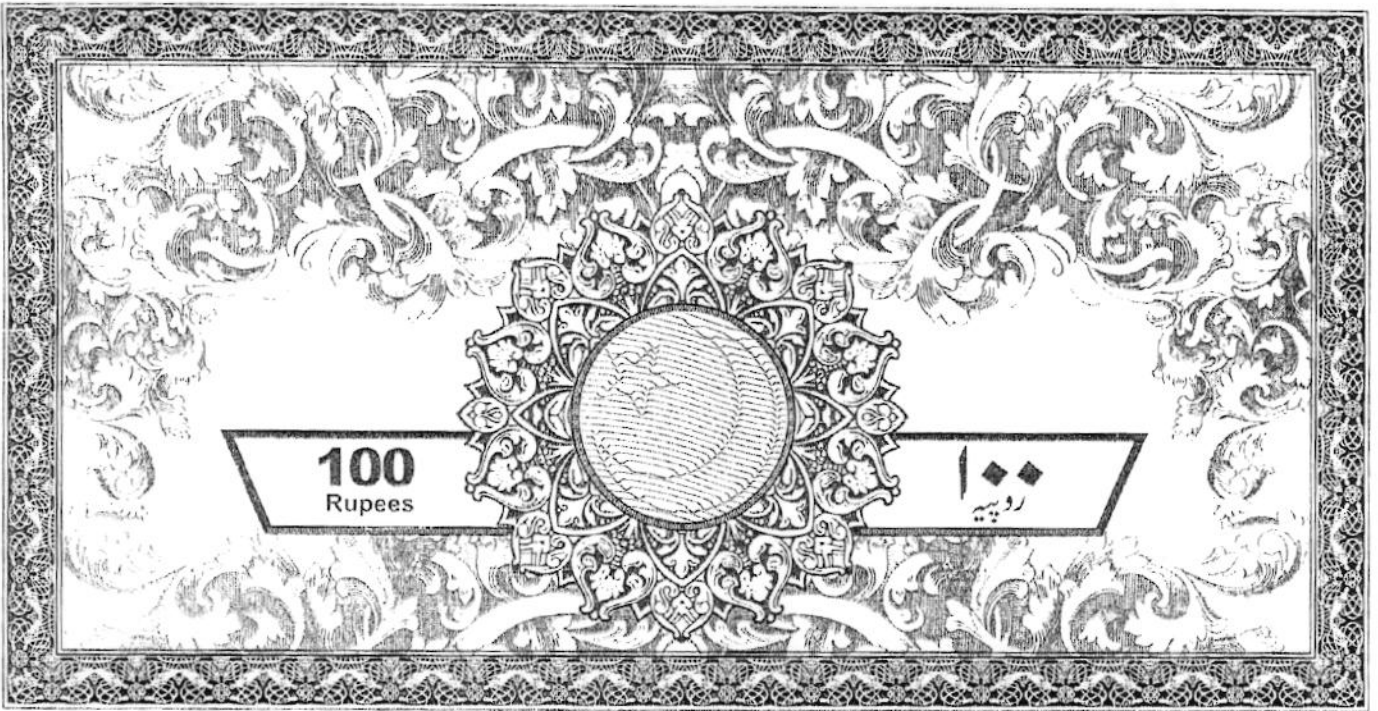
- 2.1 The agreement price for the current financial year 2020-21 and product particulars shall be as follows:-

S No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	<u>Movable sign boards</u> <ul style="list-style-type: none"> • Material: Metal board • Board size: 4x3 feet, 6x4 feet or as per requirement • Board thickness: 2mm • Shape: Rectangle, Square, Round or customized • Stand: Metal, match with board size • Printing/Signs: Reflective (customized) 	200	Rs. 18,900/-	Rs. 3,780,000/- (Three million seven hundred eighty 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 Movable Sign Boards 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.


 AZMAT SOHAL
 CHIEF COMMISSIONER
 TRAFFIC POLICE
 PESHAWAR



4. **Responsibility of the Seller/Supplier:-**

- 4.1 Supplier will print signs on the Boards as intimated by the DIG Traffic vide his office letter No. 1055/IT, dated 29.07.2021 (Copy enclosed).
- 4.2 Coordination with the Government in supply of the store.
- 4.3 Completion of the delivery will be **60-Days** from the date of signing the contract.
- 4.4 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.
- 4.5 Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR.
- 4.6 Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of **1-Years**.
- 4.7 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.8 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.
- 4.9 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.
- 4.10 The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar.

5. **Applicable Law:-**

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

6. **Dispute Resolution:-**

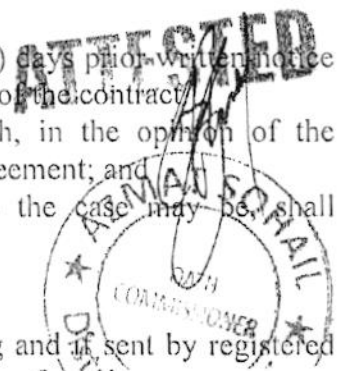
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single arbitrator to be appointed by each party.
- 6.3 In case the dispute could not be resolved by the arbitrators, as so appointed, the matter shall be referred for arbitration under the arbitration Act, 1940. The decision under the said Act, in respect of the dispute, shall be final and binding on both the Parties. The seat of arbitration shall be Peshawar.

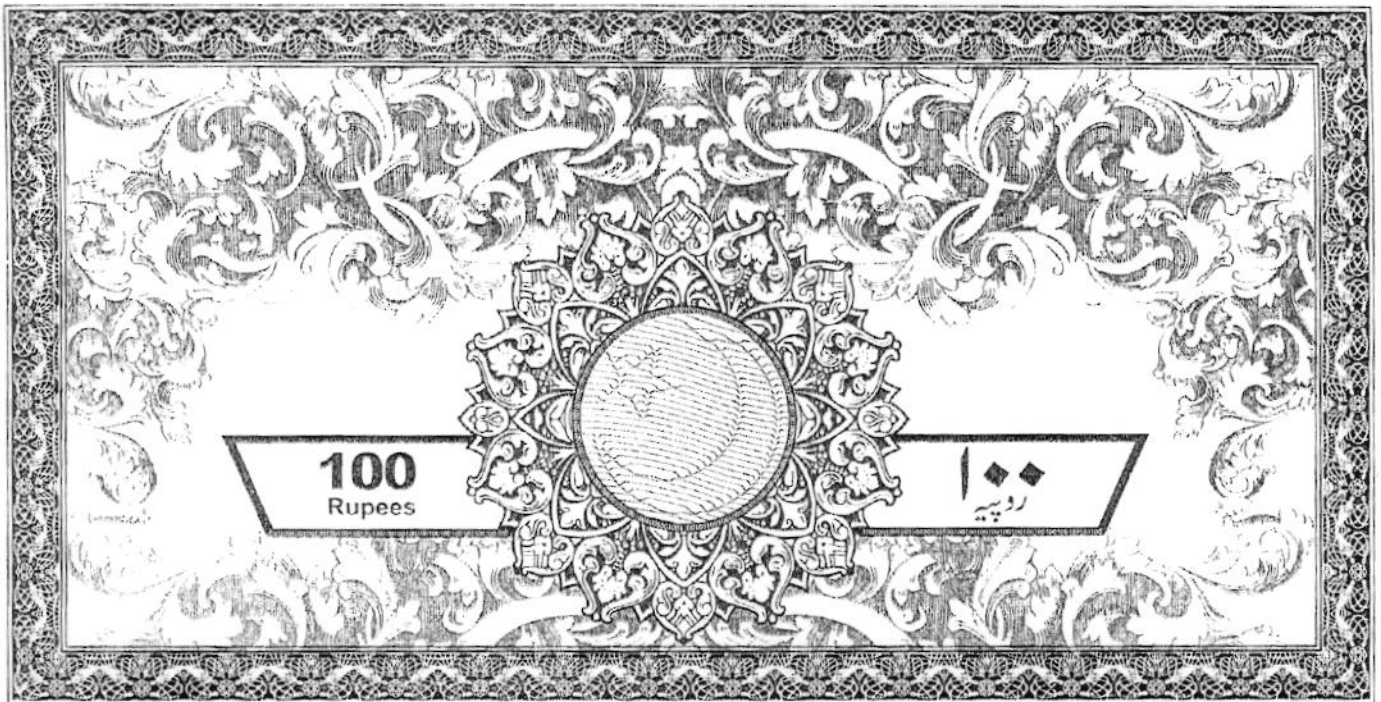
7. **Termination of Agreement:-**

- 7.1 The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior-written notice to terminate this agreement, in case supplier fails to deliver as per conditions of the contract.
- 7.2 Government can terminate the agreement when any change occur which, in the opinion of the Government, impair or vary significantly the terms and conditions of this agreement; and
- 7.3 Consequently upon the termination the Government or the Supplier, as the case may be, shall reimburse each other for any loss or damage arising out of the termination.

8. **Notices:-**

- 8.1 Any notice given under the provisions of this agreement shall be in writing and sent by registered mail, and shall be deemed to have been served on the following date:





addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions thereof to the appropriate telex or fax number sent out below has been received.

9. **Force Majeure:-**

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

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

Supplier

Name : Nadeem Iqbal
Designation : Managing Director
CNIC No : 17301-4374857-9



WITNESS
AIG (F&P) CPO PESHAWAR

Witness by Supplier

Name : Waqar Abid
F. Name : Muhammad Abid
CNIC No : 17301-4935037-9



ATTESTED



