

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

No.

/AP-II, dated Peshawar the

14 104 12022

To

The

Assistant Director (M&E),

Khyber Pakhtunkhwa Public Procurement Regulatory Authority,

University, Town Peshawar.

Subject:

CONTRACT AGREEMENT.

Memo:

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

S#	Tender#	Item	Name of approved firm			
		Multimedia Project	M/S Team One Solution and Product, Peshawar			
		Desktop Computer	M/S Mega Plus, Peshawar			
l. 2. 3.	15332	Scanner	M/S 319 Solution Pvt Islamabad			
1.	Generator 200-KVA Fax Machine		M/S IMAN Group, Islamabad			
4. 5.			M/S Office Automation Group, Peshawar			
5.	15334	AC 1.5 Ton DC Inverter	M/S Trans World, Peshawar			
7.	15560	UPS 1-KVA	M/S Team One Solution and Product, Peshawar			
3.	16027	Mobile Tablet	M/S ASCEND International, Peshawar			
_		Yellow Winter Jacket	M/S AH Corporation, Lahore			
0.	15349	White Anklet	M/S Awan Traders, Peshawar			

AIG/FINANCE & PROCUREMENT

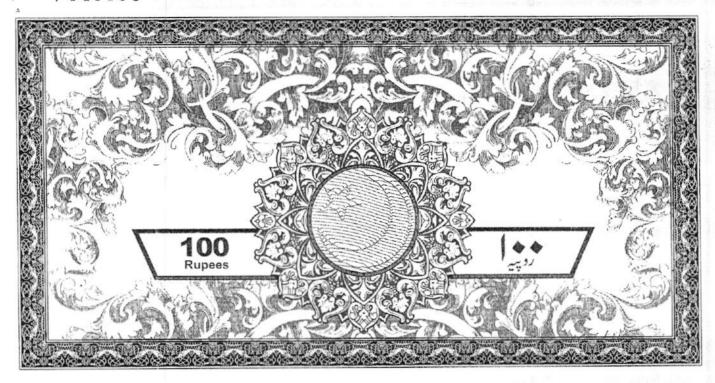
For Inspector General of Police, Khyber Pakhtunkhwa, Peshawar

No. 2052 /AP-II,

Copy of above alongwith its enclosure is sent to Director IT CPO Peshawar for similar action.

AIG/FINANCE & PROCUREMENT

For Inspector General of Police, Khyber Pakhtunkhwa, Peshawar



CONTRACT AGREEMENT NO. P. 1291/CA/AP-II/M-PROJECTOR/2021-22, DATED 16 / 3/2022 FOR SUPPLY OF MULTIMEDIA PROJECTOR TO KHYBER PAKHTUNKHWA POLICE (REGULAR)

This contract agreement is made and entered into on 16 /03 /2022 BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through <u>Inspector General of Police</u> (hereinafter referred as the "purchaser") which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the First part and M/S Team One Solution & Products, TF-97, 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>Multimedia Projector</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>Multimedia Projector</u> and is a registered unit under the law of Pakistan having its registered office at <u>TF-97</u>, <u>Deans Trade Centre Peshawar Cantt: (Pakistan).</u>

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

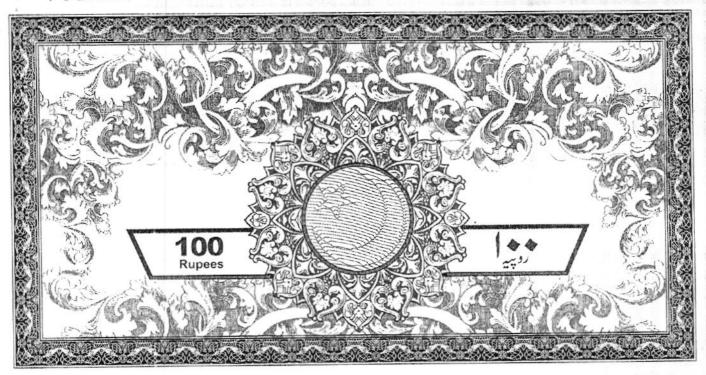
2.1 The agreement price for the current financial year 2021-22 and product particulars shall be as follows:-

Sr. No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	Multimedia Projector 4000 Lumens or higher Lamp life 3500 hours (normal mode) 8000 hours economy mode or higher HDMI, VGA ports, Wireless connectivity Wall mounted screen 8 x 10 Screen with tripod stand 6 x 8 Carrying case and other accessories Front/Rear/Ceiling Mount Built-in speaker One-year warranty	10	Rs. 224,800/-	Rs. 2,248,000/- (Two million two 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>Multimedia Projector</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>75-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:-

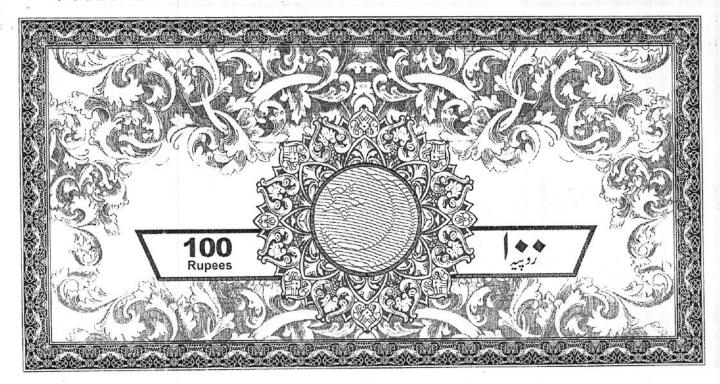
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant especially Procurement Laws for the time being in force.

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:-

- Any notice given under the provisions of this agreement shall be in writing and if sent by registered 8.1 mail, and shall be deemed to have been served on the following days i.e. date of posting, appropriately addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions thereof to the appropriate telex or fax number sent out below has been received.
- 9. Force Majeure:-
- The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement 9.1 due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.

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

WITNESS

AIG (F&P) CPO PESHAWAR

Supplier

: Imdad Ullah Name : Sales Executive Designation

CNIC No : 17101-0343019-1





Witness by Supplier

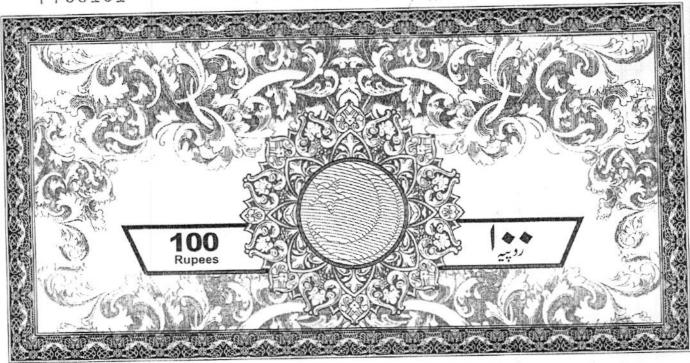
: Shehzad Khan Name

: Shaukat Khan F. Name : 17301-4833586-7 CNIC No





المشده كاراطخ برقر بل ليوبكس محل الداي



CA/AP-II/DESKTOP COMPUTER/2021-22, DATED 6 / 4 /2022 CONTRACT AGREEMENT NO. COMPUTERS TO KHYBER PAKHTUNKHWA POLICE

104 /2022 BY AND BETWEEN, This contract agreement is made and entered into on 6 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 MEGAPLUS, Megaplus Tower, 35-The Mall, 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 Desktop Computer 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 Desktop Computer and is a registered unit under the law of Pakistan having its registered office at Megaplus Tower, 35-The Mall, Peshawar Cantt (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Desktop Computer 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.

This agreement shall come into force on the date on which both the parties sign the agreement. 1.1

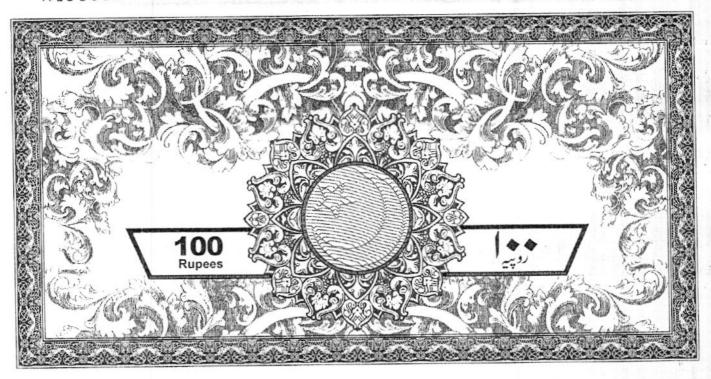
This agreement shall be for supply of the Desktop Computer duly agreed during proceedings as per 1.2 description and approved sample / specification.

This agreement shall be valid for financial year 2021-22 or final execution of the agreement as the case may be. 1.3

Agreement Price and Product Specification:-2.

The agreement price for the current financial year 2021-22 and product particulars shall be as follows:-2.1

Sr. Description of Articles	with Specification	Qty	Unit Price without GST	Unit Price Including 5% GST	Total cost including taxes
Desktop Computer 10th Generation Intel RAM 8 GB DDR-4 One TB HDIO (7200 Optical Drive; DVD Integrated Intel® HI Integrated Gigabit N Wireless Connectivi Integrated High Def USB Keyboard & U HDMI Port 18.5 Inch Widescre	rpm)/SSD -RW D Graphics IIC Ity Initioin Audio ISB Optical Scroll Mouse	734 (661-From regular budget, 70-From CTD budget and 3-From E-Enablement of SB Phase-II)	Rs. 164,710/-	Rs. 172,945.5	Rs. 126,941,997/- (One hundred twenty six million nine hundred four one thousand nine hundred ninety seven only)



3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>Desktop Computer</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>60-Days</u> from the date of signing the contract.
- 4.3 Supplier will supply the store for Inspection by the Inspection Committee of the Government. 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.

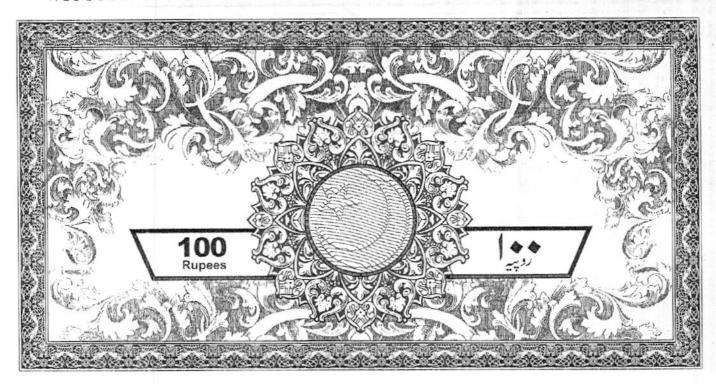
6. Dispute Resolution:-

- 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.

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

WITNESS

AIG (F&P) CPO PESHAWAR

Supplier Supplier

Name : Ezaz Ullah

Designation : Business Development Manager

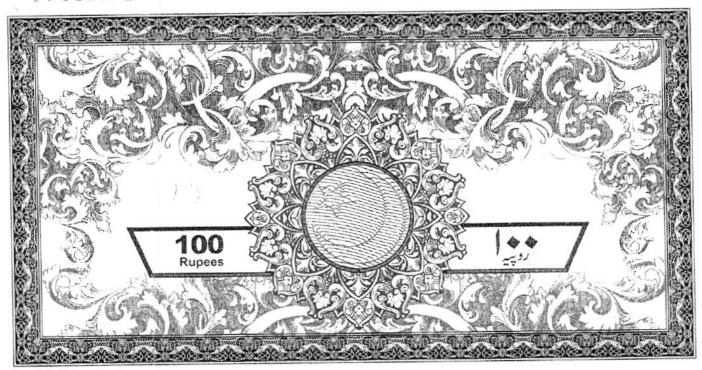
CNIC No : 17301-6722512-7



Witness by Supplier

Name : Noor Rahman
F. Name : Muhammad Amin





CONTRACT AGREEMENT NO. P/ 659 /CA/AP-II/SCANNERS/REG/2021-22, DATED 30/3 /2022 FOR SUPPLY OF SCANNERS TO KHYBER PAKHTUNKHWA POLICE (REGULAR)

This contract agreement is made and entered into on 30/03/2022 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 319 Solution (Pvt) Ltd, Ratta Mansion office # 2, Fazal-ul-Haq Road, Blue Area Islamabad (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>Scanner</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 Scanner and is a registered unit under the law of Pakistan having its registered office at Ratta Mansion office # 2, Fazal-ul-Haq Road, Blue Area Islamabad (Pakistan).

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

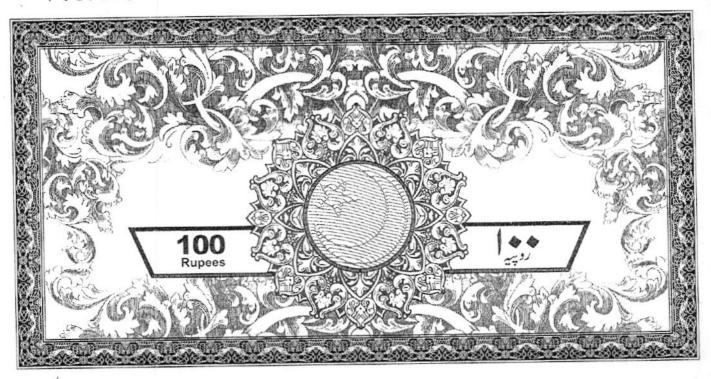
2.1 The agreement price for the current financial year and product particulars shall be as follows:-

Sr. No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	Scanner Scan Type: Flatbed, color with ADF (single unit) Scan Speed: 20 ppm or higher Scan Size: Flatbed A4, ADF Legal Duplex scanning Operating System: Windows 7/8.0/8.1/10 (32/64 hit) Connectivity: USB One-year warranty	379	Rs. 53,200/-	Rs. 20,162,800/- (Twenty million one hundred sixty two thousand eight hundred 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>Scanner</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 65-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-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.

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:-

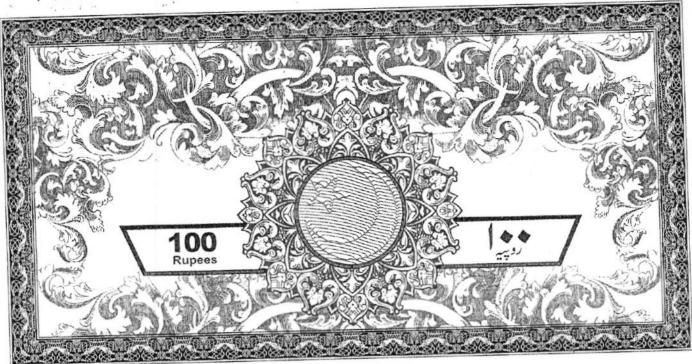
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single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

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.



Force Majeure:-9.

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

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

WITNESS AIG (F&P) CPO PESHAWAR Supplier : Yasir Wasim

Name : CEO Designation

: 37405-7203277-9 CNIC No

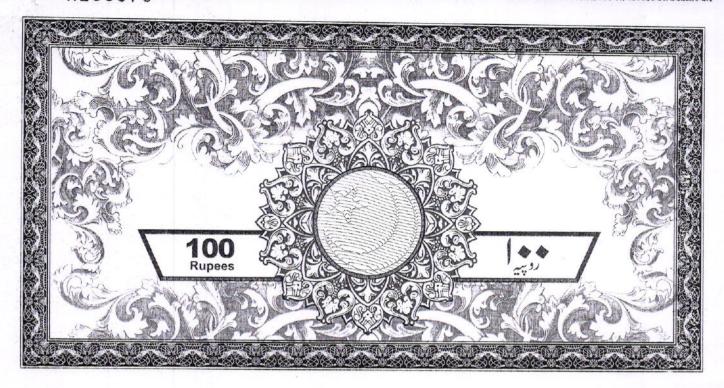


Witness by Supplier

: Faraz Ali Name : Kamran Iqbal F. Name : 17301-3358778-9 CNIC No







CONTRACT AGREEMENT NO. P/ So 2 /CA/AP-II/GENERATOR/2021-22, DATED 6 / 4 /2022 FOR SUPPLY OF 200-KVA GENERATOR TO CENTRAL POLICE OFFICE KHYBER PAKHTUNKHWA POLICE (REGULAR)

This contract agreement is made and entered into on 6/2022 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 Iman Group, Plot No. 227, Street No. 7, Sector I-9/2 Industrial Area, Islamabad (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>Generator</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>Generator</u> and is a registered unit under the law of Pakistan having its registered office at <u>Plot No. 227</u>, <u>Street No. 7</u>, <u>Sector I-9/2 Industrial Area</u>, <u>Islamabad</u> (<u>Pakistan</u>).

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

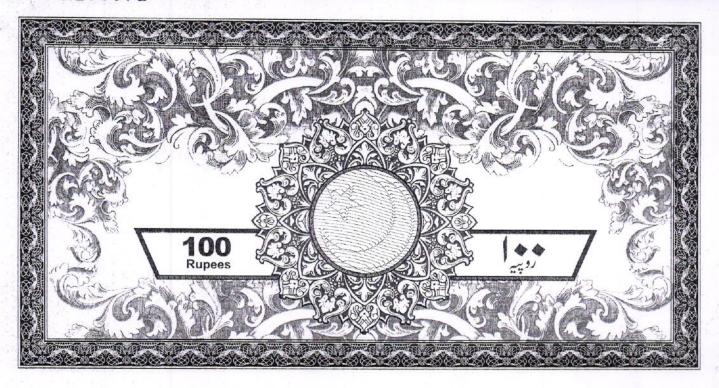
1. Commencement, Duration and Extension:-

- 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</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:-

Sr. No. Descrip	ion of Articles with Spec	fication Qty	Unit Price	Total cost
200-K* Puel Rate /Fi Standby Prime C Phase as	100/200 144/180 (4/-10%) 1	ter cl consisting of: button r following (and not limi	it Rs. 5,844,150/-	Rs. 5,844,150/-



3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>Generator</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>40-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/Bank Guarantee.
- 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 MT Store (Tele-communication HQrs) at Malik Saad Shaheed Police Lines P
- 5. Applicable Law:-

The Government as well as the Seller/Supplier shall undertake to comply with all the relevant 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.
- 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:-

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 and the extended for a corresponding period of time.

Soren, - w

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

CNIC No : 17301-4358865-7

Designation

<u>Supplier</u> Name

Dank (S.YAM)

John (Seyron

Jo

Witness by Supplier

تمشده کاراسطني قربنی ليزيکس مين ال دي

Name : Nabeel Munazzam F. Name : Munazzam Ahmed Khan

: Umer Khayam

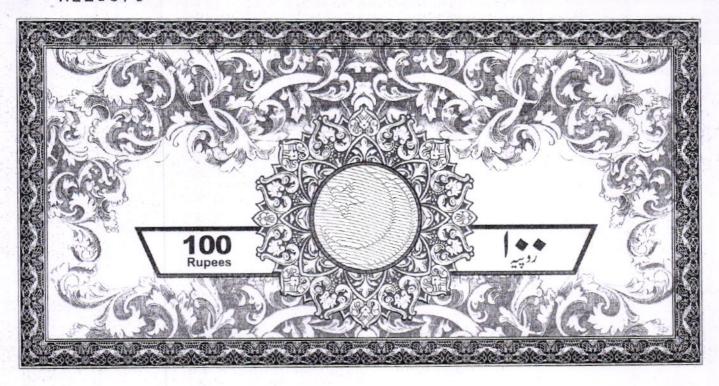
: Director Operations

CNIC No : 17301-4297376-3

WITNESS CPO PESHAWAR

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CONTRACT AGREEMENT NO. P/ 1654 /CA/AP-II/FAX MACHINE/2021-22, DATED 30/ 3/2022 FOR SUPPLY OF FAX MACHINE TO KHYBER PAKHTUNKHWA POLICE (REGULAR)

This contract agreement is made and entered into on 30/03/2022 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 Office Automation Group (OAG) 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 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 <u>Fax</u> <u>Machine</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 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:

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 Machine</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 and product particulars shall be as follows:-

Sr. No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	Fax Machine Laser (basic) 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) Speed 16 PPM or higher One-year warranty	21	Rs. 40,500/-	Rs. 850,000/- (Eight hundred fifty thousand only)

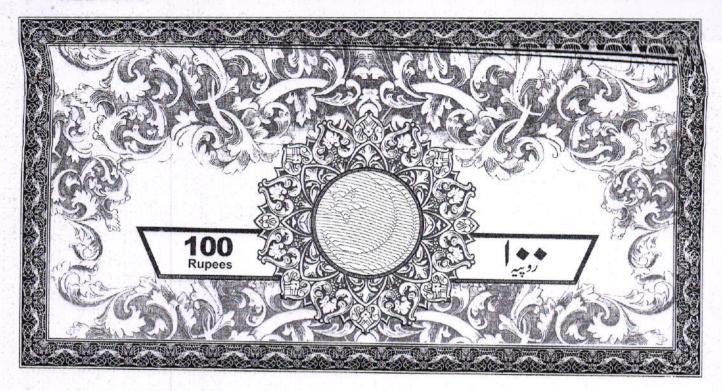
3. Responsibility of the Government:-

The following are the responsibilities of the Government.

3.1 Government shall place a demand for supply of <u>Fax 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:-

Coordination with the Government in supply of the store. 4.1

Completion of the delivery will be 75-Days from the date of signing the contract. 4.2

Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store 4.3 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.

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-year.
- Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the 4.6 Government from time to time.
- Supplier will be responsible for payment of amount assessed by Government for damages suffered by 4.7 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.
- 4.9 The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar.

5. Applicable Law:-

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

6. Dispute Resolution:-

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

7. Termination of Agreement:-

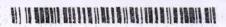
7.1 The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior written notice to terminate this agreement, in case supplier fails to deliver as per conditions of the contract.

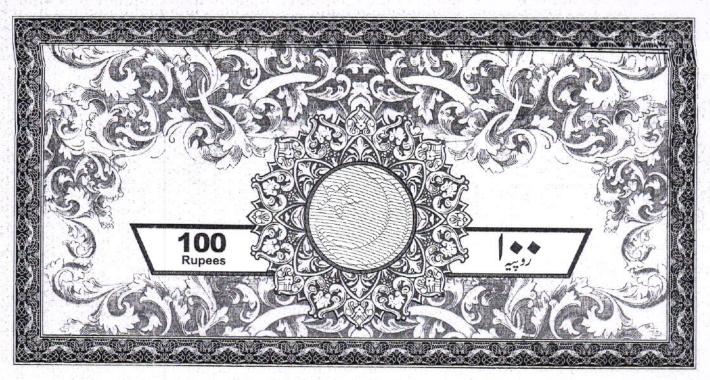
7.2 Government can terminate the agreement when any change occur which, in the opinion of the Government, impair or vary significantly the terms and conditions of this agreement; and

7.3 Consequently upon the termination the Government or the Supplier, as the case may be, 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.

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

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WITNESS AIG (F&P) CPO PESHAWAR OFFICE AUTOMATION GROUP 19 Ground Floor Gul Haji Plaza University Road Peshawar Ph: 091-5845450 - 5701457 Fax: 091-5701466

Supplier

Name

: Khawaja Shehzad Anwer

Designation: Branch Manager CNIC No: 17301-0856993-3



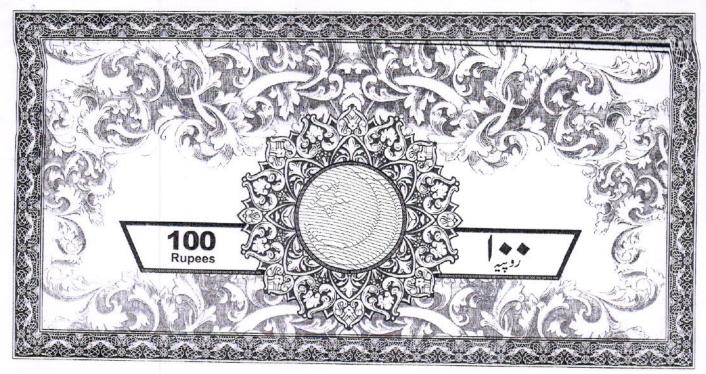
Witness by Supplier

Name : Mir Inayat Ul Azam Khan

F. Name : Mir Azam Khan CNIC No : 17301-0470215-7







CONTRACT AGREEMENT NO. P/ 1898/CA/AP-II/AC/2021-22, DATED / / 4 /2022 FOR SUPPLY OF SPLIT AIR-CONDITIONER (1.5-TON DC INVERTER) TO KHYBER PAKHTUNKHWA TRAFFIC POLICE

This contract agreement is made and entered into on //1/f4/2022 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 Trans World International, A-1, Sadar Carpet Center Shoba Chowk Peshawar 25000 (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 DC Inverter) 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>Split AC (1.5-Ton DC Inverter)</u> and is a registered unit under the law of Pakistan having its registered office at <u>A-1, Sadar Carpet Center Shoba Chowk Peshawar 25000 (Pakistan).</u>

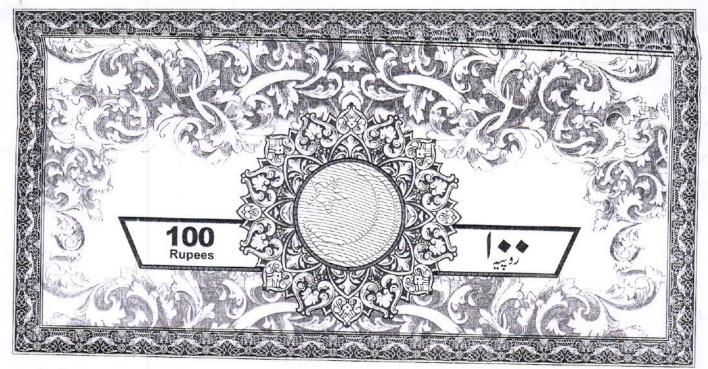
AND WHEREAS the First party invited tenders for supply of the <u>Split AC (1.5-Ton DC Inverter)</u> and the Second party, being a successful bidder has accepted the offer of the Government in lieu of the consideration mutually agreed and on such terms and condition as may be reflected in this agreement.

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 DC Inverter)</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:-

Sr. No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	Split AC (1.5-Ton DC Inverter) DC Inverter (Heat and Cool) Wall mounted Cooling Capacity: 18000 BTU/hr Energy Efficiency Ratio (EER): 3.0 or higher Compressor Warranty 3-years Parts Warranty 1-year	10	Rs. 107,342/-	Rs. 1,073,420/- (One million seventy three thousand four hundred twenty 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>Split AC (1.5-Ton DC Inverter)</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 for compressor 3-years and for parts 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.

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.

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

- The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior written notice to terminate this 7.1 agreement, in case supplier fails to deliver as per conditions of the contract.
- Government can terminate the agreement when any change occur which, in the opinion of the Government, impair or vary 7.2 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 each other for any loss 7.3 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 8.1 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:-

The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of 9.1 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 : Mazhar ul Haq

Designation : CEO

CNIC No : 17301-1494522-1



Witness by Supplier

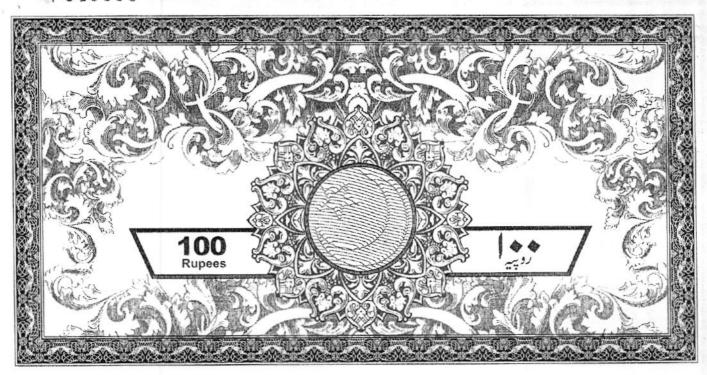
Name : Aurangzeb Khan

F. Name : Muhammad Umar Khan

CNIC No : 17301-9499398-3







CONTRACT AGREEMENT NO. P. 1647/CA/AP-II/UPS/1-KVA/2021-22, DATED 30/3 /2022 FOR SUPPLY OF UPS (1-KVA) TO KHYBER PAKHTUNKHWA POLICE (REGULAR)

This contract agreement is made and entered into on 30/23/2022 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 Team One Solution & Products, TF-97, 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>UPS (1-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>UPS</u> (1-KVA) and is a registered unit under the law of Pakistan having its registered office at <u>TF-97</u>, <u>Deans Trade</u> <u>Centre Peshawar Cantt: (Pakistan)</u>.

AND WHEREAS the First party invited tenders for supply of the <u>UPS (1-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>UPS (1-KVA)</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:-

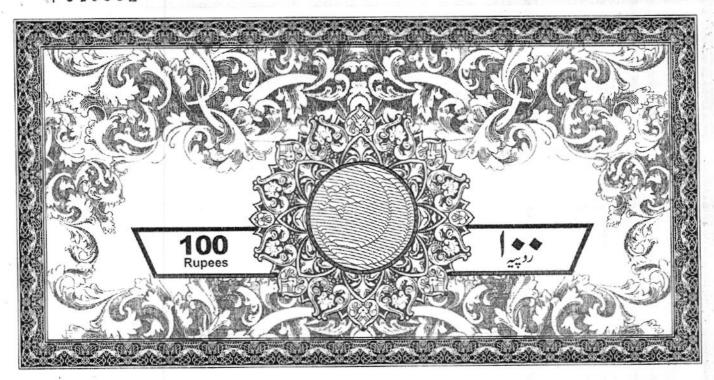
2.1 The agreement price for the current financial year 2021-22 and product particulars shall be as follows:-

Sr. No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	 UPS (1-KVA) 1 KVA (Branded) Backup 15-Minutes (Minimum) on full load Copper Wound One-Year Warranty 	646 (643-from regular budget and 3-from E-Enablement of SB Phase-II)	Rs. 22,800/-	Rs. 14,728,800/- (Fourteen million seven hundred twenty eight thousand eight hundred only)

Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>UPS (1-KVA)</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 60-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-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.

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.

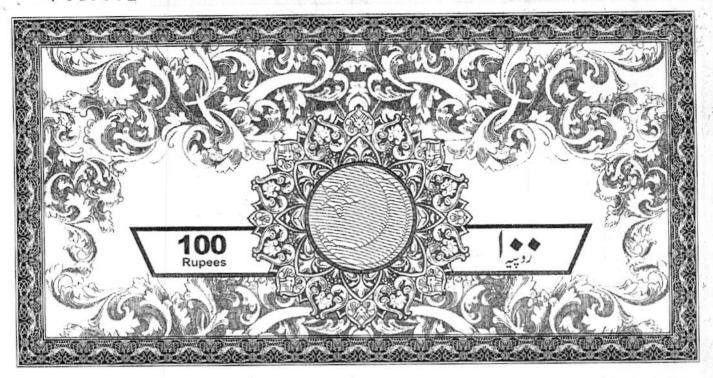
6. Dispute Resolution:-

- 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.

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.

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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 : Imdad Ullah

Designation : Sales Executive

CNIC No : 17101-0343019-1

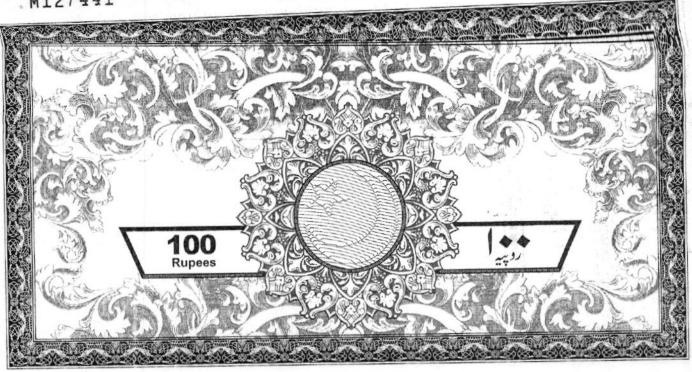
Witness by Supplier
Name: Shehzad Khan
F. Name: Shaukat Khan

F. Name : Shaukat Khan CNIC No : 17301-4833586-7









CONTRACT AGREEMENT NO. P. 1059 /CA/AP-II/TABLETS/2021-22, DATED 7 / 3 /2022 FOR SUPPLY OF MOBILE TABLETS FOR E-ENABLEMENT OF SB PHASE-II TO KHYBER PAKHTUNKHWA POLICE

This contract agreement is made and entered into on 7/03/2022 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 Ascend International Trading Co. Office No. 4, 1st Floor Karimi Plaza, New Rampura Gate Peshawar City (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>Mobile Tablets</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 Mobile Tablets and is a registered unit under the law of Pakistan having its registered office at Office No. 4, 1st Floor Karimi Plaza, New Rampura Gate Peshawar City (Pakistan).

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

Sr. No.	Description with Specification	Qty	Unit Price	Total cost
1.	Mobile Tablets Android 9 or higher Network / Technology: GSM HSPA, LTE Quad Core 1.5 or higher Touch screen, Multi-truch input metade Screen Size 08 inches or higher Resolution 800 x 1280 pixels or better Built in Memory: 16 GB or higher RAM: 2 GB or higher GPS, Blue Tooth Camera: 5 MP or higher Wi-Fi 802.11 b/g/n, 1.5B Nano-SIM Battery: 5000 mAh or nigher One-year warranty	80	Rs. 37,142/-	Rs. 2,971,360/- (Two million nine hundred seventy one thousand three hundred sixty 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>Mobile Tablets</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>60-Days</u> from the date of signing the contract.
- 4.3 Supplier will supply the store for Inspection by the Inspection Committee of the Government. 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 shall undertake to comply with all the relevant especially Procurement Laws for the time being in force.

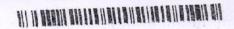
6. Dispute Resolution:-

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

8. Notices:-

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

9. Force Majeure:-

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

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

WITNESS AIG (F&P) CPO PESHAWAR Supplier : Nabeel Munazzam Name

: Director Designation

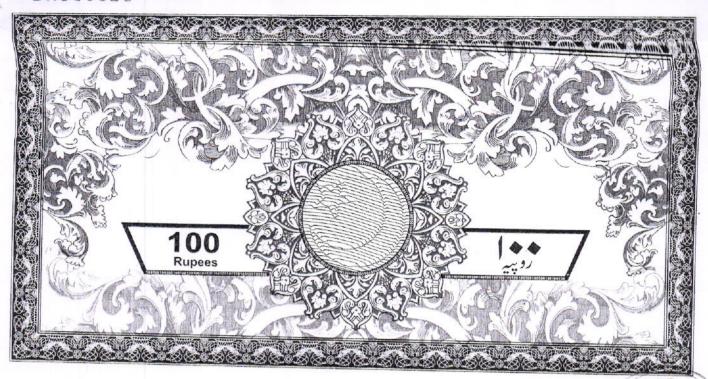
: 17301-4297376-3 CNIC No



Witness by Supplier

: Nabeel Usman Malik Name : Naseer Hussain F. Name : 17301-8253960-1 CNIC No





CONTRACT AGREEMENT NO. P. 18/3/CA/AP-II/WINTER JACKET/2021-22, DATED 6/4/2022 FOR SUPPLY OF YELLOW WINTER JACKET TO KHYBER PAKHTUNKHWA TRAFFIC POLICE

This contract agreement is made and entered into on 6/6/2022 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 AH Corporation, Office No. 115, 1st Floor Eden Center, Jail 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 Yellow Winter Jacket 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 Yellow Winter Jacket and is a registered unit under the law of Pakistan having its registered office at Office No. 115, 1st Floor Eden Center, Jail Road Lahore (Pakistan).

AND WHEREAS the First party invited tenders for supply of the <u>Yellow Winter Jacket</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>Yellow Winter Jacket</u> duly agreed during proceedings as per description and approved sample / specification.

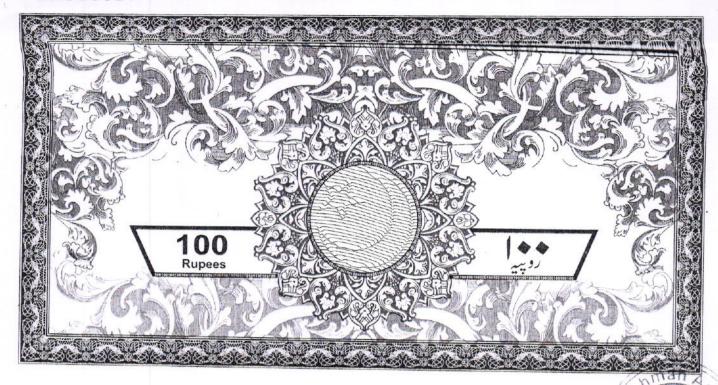
1.3 This agreement shall be valid for financial year 2021-22 or final execution of the agreement as the case may be.

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:-

S No.	Description of Articles with Specification	Qty	Unit Price Including taxes	Total cost
	Yellow Winter Jacket			
	Hi-Viz Weather Proof Jacket with Quilted Built-in-Liner	5000	Rs. 3,290/-	Rs. 16,450,000/- (Sixteen million four hundred fifty thousand only)
	2x2" White Reflective Tape			
	PUC Coated Weather Proof Polyester Shell			
	Detachable Hood with Button			
	Elastic Waistband & Cuffs			
1.	Zippered with Button, Lined Slash Pockets			
	Flap Covered Cell Phone/Radio Chest Pocket			
	2 Inside open Chest Pocket			
	Mic Tabs on both Shoulders			
	Sizes: Medium & Large			
	Reflective Police Writing on Back			
	Color: Yellow as per requirement of Traffic Police			

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3. Responsibility of the Government:-

The following are the responsibilities of the Government.

Government shall place a demand for supply of Yellow Winter Jacket and shall make payment 3.1 delivery of the item after successful inspection by the inspection committee of the Government.

Coordination with the Seller/Supplier and placing demand and payment. 3.2

Government will be responsible for placing the demand list to the Supplier. 3.3

Responsibility of the Seller/Supplier:-4.

Coordination with the Government in supply of the store. 4.1

Completion of the delivery will be 60-Days from the date of signing the contract. 4.2

Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store 4.3 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.

Supplier will be responsible for depositing performance security @ 10% of the total contract value in 4.4

shape of CDR / Bank Guarantee.

- Supplier will be responsible for removing the fault, repairing and replacing the defective store during 4.5 warranty period of 1-Years.
- Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the 4.6 Government from time to time.
- Supplier will be responsible for payment of amount assessed by Government for damages suffered by 4.7 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

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:-

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.

In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall 6.2 be referred to arbitration by a single arbitrator to be appointed by each party.

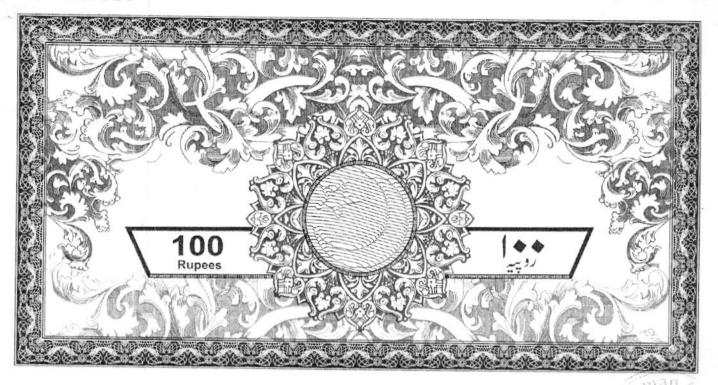
In case the dispute could not be resolved by the arbitrators, as so appointed, the matter shall be referred 6.3 for arbitration under the arbitration Act, 1940. The decision under the said Act, in respect of the dispute, shall be final and binding on both the Parties. The seat of arbitration shall be Peshawar.

7. Termination of Agreement:-

The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior written notice 7.1 to terminate this agreement, in case supplier fails to deliver as per conditions of the contract.

Government can terminate the agreement when any change occur which, in the opinion of the 7.2 Government, impair or vary significantly the terms and conditions of this agreement; and

Consequently upon the termination the Government or the Supplier, as the case may be, shall 7.3 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.

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

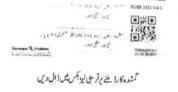
WITNESS V AIG (F&P) CPO PESHAWAR

Supplier

Name : Amir Hussain

Designation : CEO

CNIC No : 35202-2451364-5



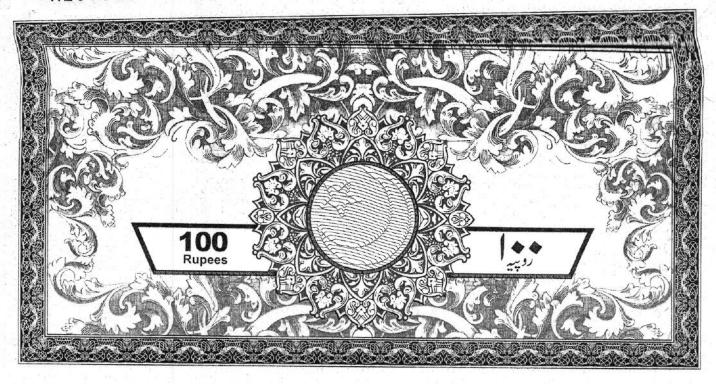


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Witness by Supplier

Name : Moeez Amir F. Name : Amir Hussain CNIC No : 35202-5617600-:





CONTRACT AGREEMENT NO. P/ 1807/CA/AP-II/ANKLET/2021-22, DATED 6/4/2022

/2022 BY AND BETWEEN, the This contract agreement is made and entered into on 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-ininterest, representative and assignee of the First part and MS Awan Traders, , House No. 1309, Tipu Sultan Road, Kala Bari 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 White Anklet 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 White Anklet and is a registered unit under the law of Pakistan having its registered office at No. 1309, Tipu Sultan Road, Kala Bari Peshawar Cantt: (Pakistan).

AND WHEREAS the First party invited tenders for supply of the White Anklet 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.
- This agreement shall come into force on the date on which both the parties sign the agreement. 1.1
- 1.2 This agreement shall be for supply of the White Anklet duly agreed during proceedings as per description and approved sample / specification.
- This agreement shall be valid for financial year 2021-22 or final execution of the agreement as the case may be. 1.3

Agreement Price and Product Specification:-

1.4 The agreement price for the current financial year 2021-22 and product particulars shall be as follows:-

S No.	Description of Articles with Specification	Qty	Unit Price including taxes	Total cost
1	White Anklet As per requirement of Traffic Warden Police Material Rexene Size (L X H) 17 x 8 inches Reflective Tap	10,000	Rs. 139/TR	Rs. 1,390,000/ One million three hundred ninety thousand only

Responsibility of the Government:-2.

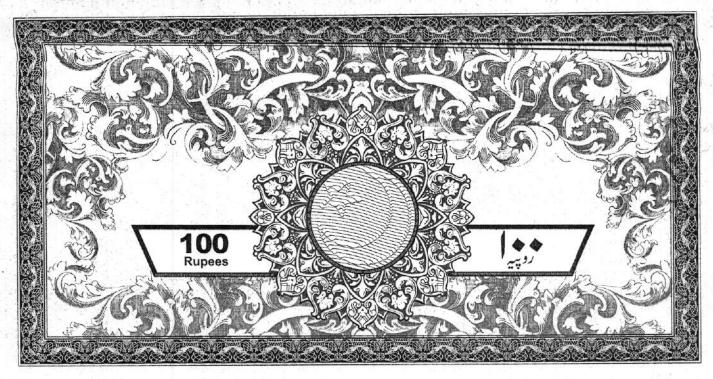
The following are the responsibilities of the Government.

Government shall place a demand for supply of White Anklet and shall make payme 2.1 the item after successful inspection by the inspection committee of the Government. COMINISSIONER

Coordination with the Seller/Supplier and placing demand and payment. 2.2

2.3

Government will be responsible for placing the demand list to the Supplier.



3. Responsibility of the Seller/Supplier:-

- 3.1 Coordination with the Government in supply of the store.
- 3.2 Completion of the delivery will be <u>70-Days</u> from the date of signing the contract.
- 3.3 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.
- 3.4 Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR / Bank Guarantee.
- 3.5 Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of <u>1-Years</u>.
- 3.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 3.7 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.
- 3.8 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.
- 3.9 The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar.

4. 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.

5. Dispute Resolution:-

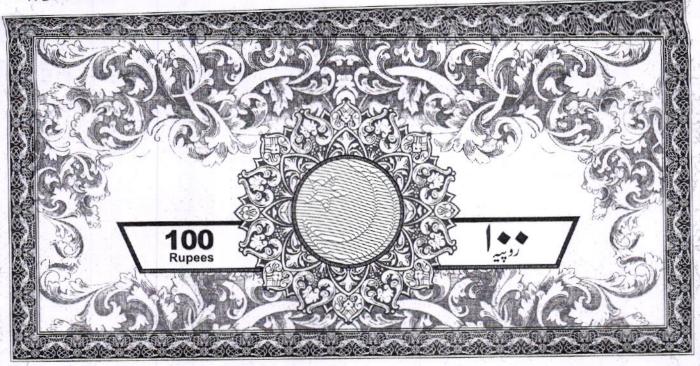
- 5.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 5.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single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

6. Termination of Agreement:-

- 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
- 6.2 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
- 6.3 Consequently upon the termination the Government or the Supplier, as the case may be, share-imburse each other for any loss or damage arising out of the termination.

COMMISSIONER





Notices:-7.

Any notice given under the provisions of this agreement shall be in writing and if sent by registered 7.1 mail, and shall be deemed to have been served on the following days i.e. date of posting, appropriately addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions thereof to the appropriate telex or fax number sent out below has been received.

8. Force Majeure:-

The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement 8.1 due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.

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

Supplier

: Muhammad Imran Name

Designation : CEO

CNIC No : 17301-4728415-1

الشدوكارة لخنه وقرعي ليوبكس يتساق ال وي

WITNESS AIG (F&P) CPO PESHAWAR

Witness by Supplier Name : Asad Huxsain Siddiqui F. Name : Shahid Hussain

CNIC No : 17301-2815097-9

