



Office of Director It
Dy No 66
Date 19/10/2022
CPO RRS

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

No. _____ /AP-II, dated Peshawar the 19 10 / 2022

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 M/S Frontier Works Promoters, Peshawar are sent which may please be uploaded on KPPRA Website.

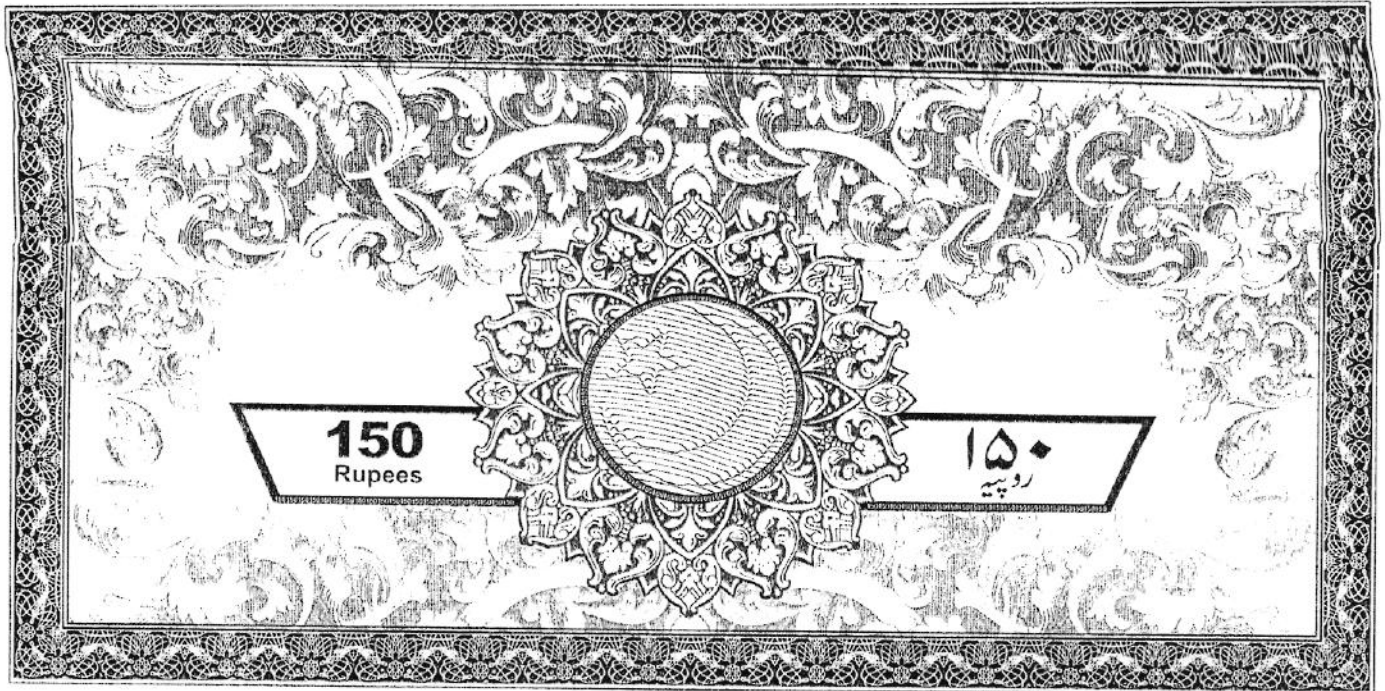
S#	Tender #	Item	Name of approved firm
1.	14309	Body Fabrication Mild/Hard Steel Sheet Plating on 4x4 & 4x2 S/C (42 Units)	M/S Frontier Works Promoters, Peshawar
2.		Body Fabrication Mild/Hard Steel Sheet Plating on 4x4 S/C (67 Units)	

AIG/FINANCE & PROCUREMENT
For Inspector General of Police,
Khyber Pakhtunkhwa, Peshawar

No. 303 /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/263 /CA/AP-II/BODY FABRICATION/2021-22, DATED /7/ c/2022
FOR WORK OF BODY FABRICATION AND MILD / HARD STEEL SHEETS PLATING ON S/CAB PICKUPS FOR KHYBER
PAKHTUNKHWA POLICE OF MERGED DISTRICTS**

This contract agreement is made and entered into on 11/7/c/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 Frontier Works Promoters, Opposite Mall Mandi, Ittefaq Flour Mills, Jogian GT Road Peshawar (Pakistan) (hereinafter referred to as Suppliers) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup 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 Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup and is a registered unit under the law of Pakistan having its registered office at Opposite Mall Mandi, Ittefaq Flour Mills, Jogian GT Road Peshawar (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup 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:

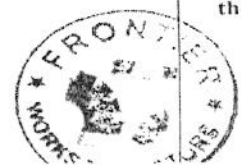
1. Commencement, Duration and Extension:-

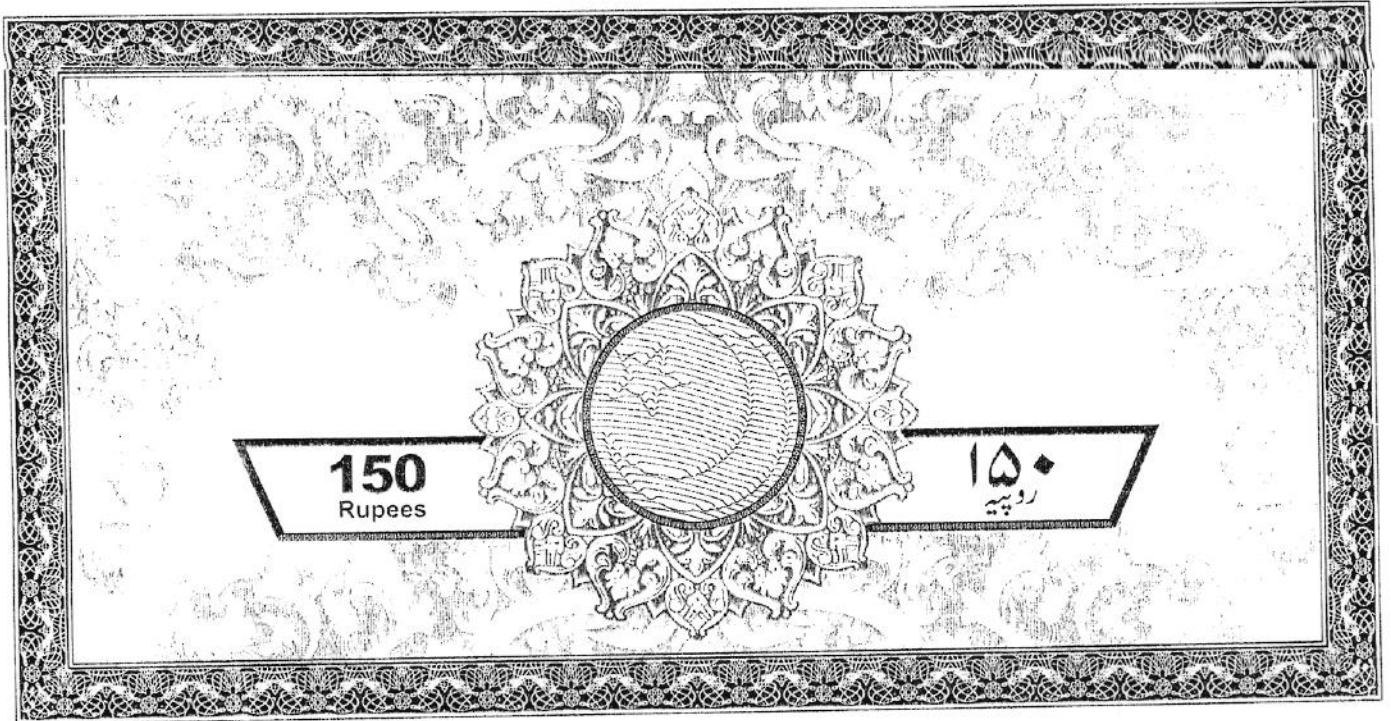
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup duly agreed during proceedings as per description and approved sample / specification.
- 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)	Unit Price	Total cost
1.	<p>Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup (4x4 & 4x2)</p> <ol style="list-style-type: none"> 1. Pipe size 14 gauge for main pipes (O.I Pipe). 2. Angle iron seat stand pipe size 1 1/2" X 16 gauge. 3. Angle iron frame for back size 1" X 14 gauge. 4. Angle iron for seat size 1 1/2" X 1/8". 5. Best quality wood for seat, thickness 1". 6. Master chair or equivalent hard foam for seat (4-Inch) in one piece. 7. Dimension of Seat (Width 14" X 48" Length) 8. Best quality imported Rexona or better material for cushions. 9. Steel sheet for ceiling (upper side) 16 Gauge. 10. Angle iron for foot rest 3"x2" (length) & 9" (width), 1 1/2"x5/8" angle iron. 11. Pipe for cross body size 1 1/2"x16 gauge 12. Body paint (complete inside & outside) powder coated best quality with base coat. 13. Height from floor to ceiling 4'x4". 14. Seating capacity 4 seater. 15. Gumming stand table (1 1/2"x1 1/2" angle iron), size L-26", W-15", H-13". 16. Gun fitted stand for 11x11 with pipe and hose sheet (14-Gauge). 17. Gun fitted stand with pan & tilt movement option with locking system. 18. Sliding plastic glass of 5mm thickness with frame & safety grill outside. 19. Additional 60-Nox leaf springs on each side to be fitted in rear road springs due to steel plating load. <p>Dimension/Specification of Mild/Hard Steel plating:</p> <ol style="list-style-type: none"> 1. Mild steel plate of 05mm (L-89"xH-24") outer plate on each side. 2. Hard steel plate of 05mm (L-89"xH-12") inner plate on each side. 3. Hard steel plate of 05mm (L-89"xH-19") inner lower plate to be overlapped on inner hard steel plate. <p>Hard and mild steel plates will be welded with one inch hollow cap</p>	67	Rs. 475,000/- Per unit	Rs. 31,825,000. (Thirty one million eight hundred twenty five 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 **Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup** 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 **90-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 Tele-communication HQrs at Malik Saad Shaheed Police Lines Peshawar.

5. Applicable Law:-

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

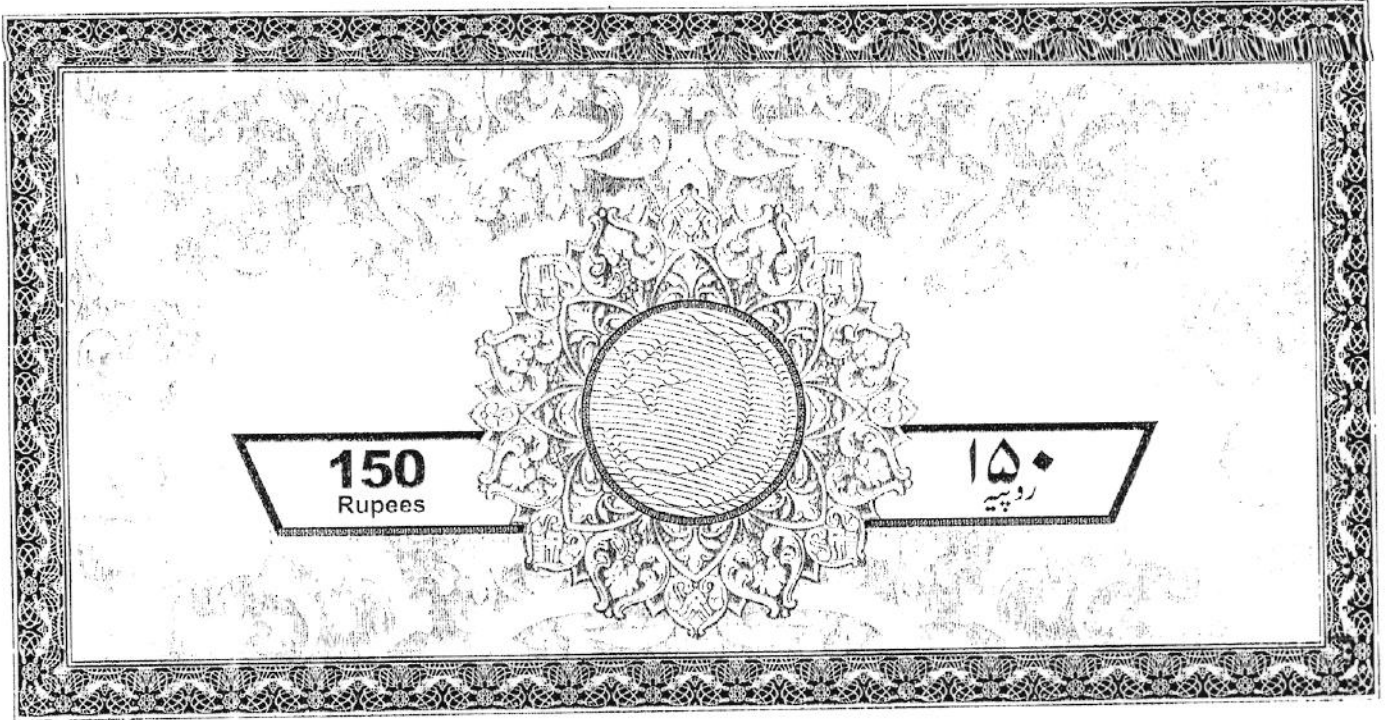
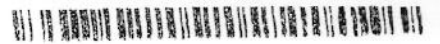
6. Dispute Resolution:-

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

7. Termination of Agreement:-

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

CONFIDENTIAL



- 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.

Sardar Khan

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

Supplier

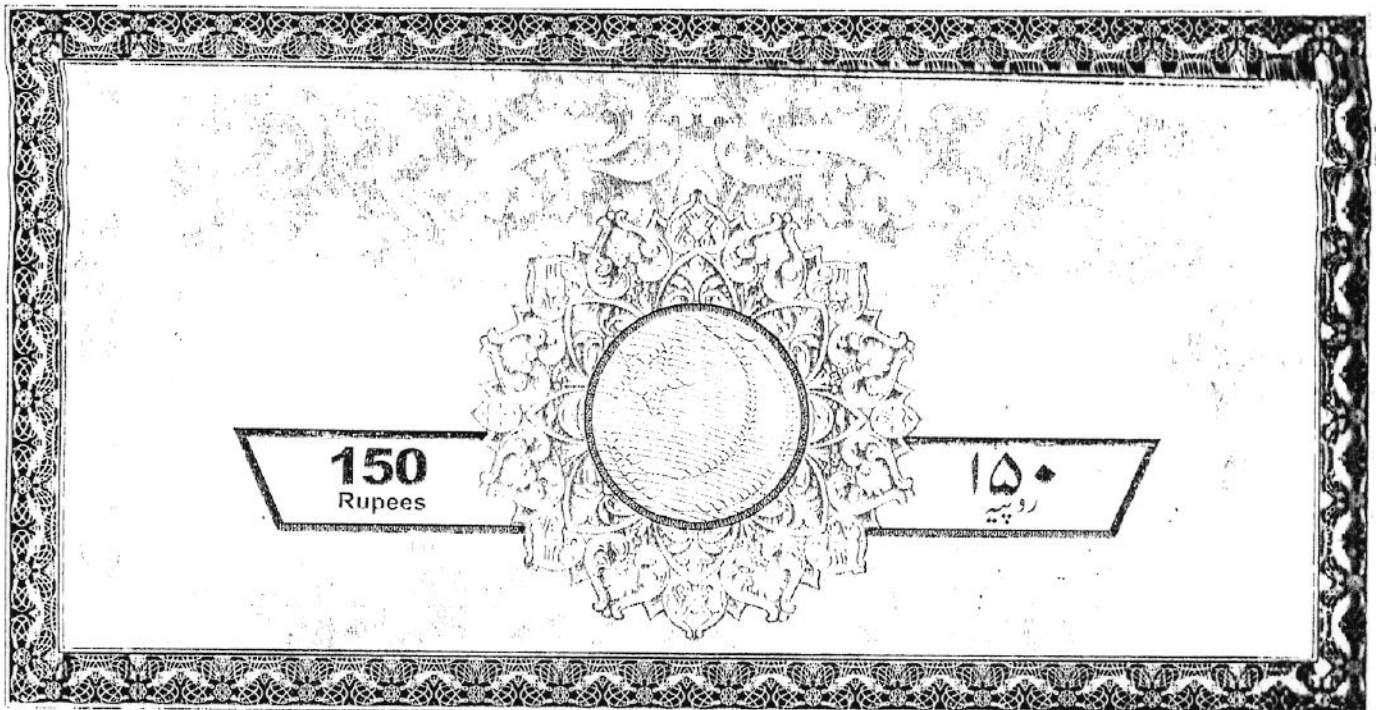
Name : Sardar Khan
Designation : Managing Director
CNIC No : 17301-7424834-5



WITNESS
AIG (F&P) CPO PESHAWAR

Witness by Supplier *اعجاز خان*
Name : Ejaz Khan
F. Name : Zafeer Gul
CNIC No : 17301-1636042-3





**CONTRACT AGREEMENT NO. P/257/CA/AP-II/BODY FABRICATION/2021-22, DATED 17/01/2022
FOR WORK OF BODY FABRICATION AND MILD / HARD STEEL SHEETS PLATING ON S/CAB PICKUPS FOR KHYBER
PAKHTUNKHWA POLICE.**

This contract agreement is made and entered into on 17/01/2022 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 Frontier Works Promoters, Opposite Mall Mandi Ittefaq Flour Mills, Jogian GT Road Peshawar (Pakistan) (hereinafter referred to as Suppliers) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup 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 Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup and is a registered unit under the law of Pakistan having its registered office at Opposite Mall Mandi, Ittefaq Flour Mills, Jogian GT Road Peshawar (Pakistan)

AND WHEREAS the First party invited tenders for supply of the Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup 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:

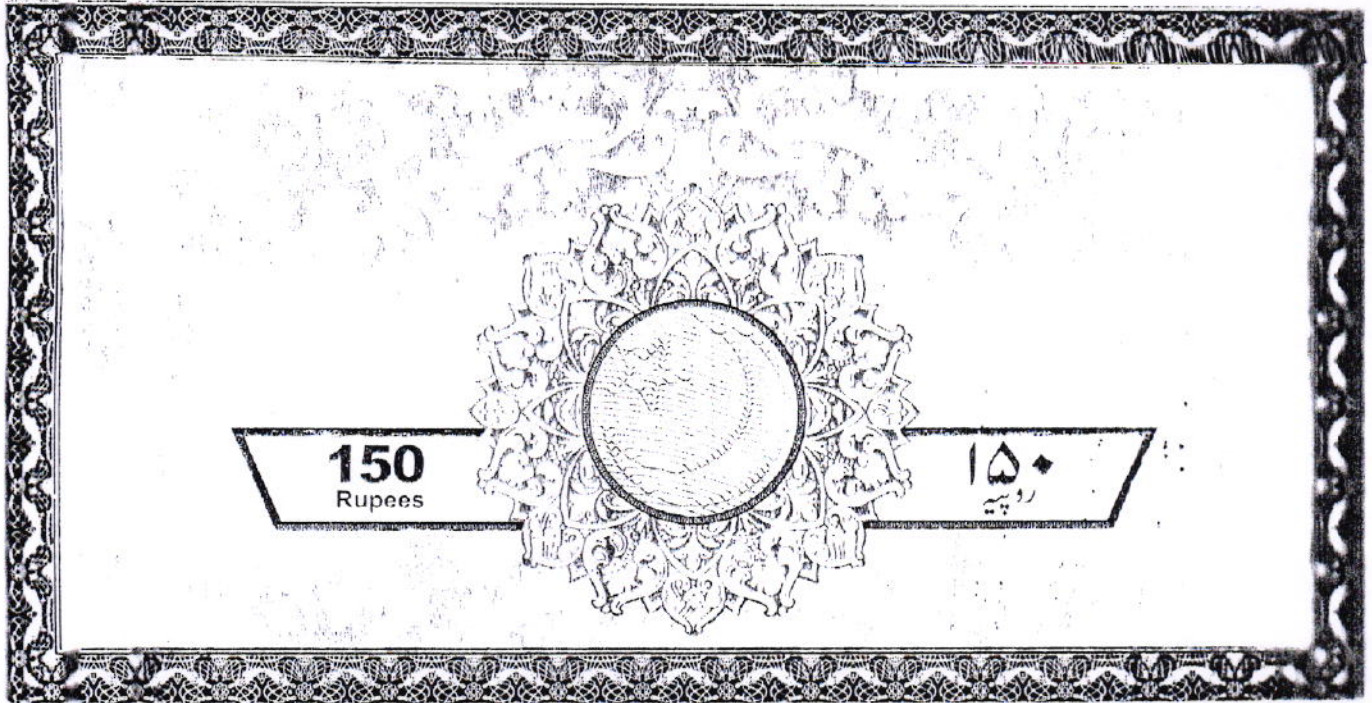
1. Commencement, Duration and Extension:-

- 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 Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup 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)	Unit Price	Total cost
1.	<p>Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup (4x4 & 4x2)</p> <ol style="list-style-type: none"> 1. Pipe size 14 gauge for main pipes (G.I Pipe) 2. Angle iron seat stand pipe size 1 1/2" X 1/8 gauge. 3. Angle iron frame for back size 1" x 1/4 gauge. 4. Angle iron for seat size 1 1/2" X 1/8" 5. Best quality wood for seat, thickness 1" 6. Master chairs or equivalent hard foam for seat (4-inch) in one piece. 7. Dimension of Seat (Width 14" x 48" Length) 8. Best quality imported Rexene or better material for cushions. 9. Steel sheet for ceiling (upper side) 16 Gauge. 10. Angle iron for foot rest 5"x2" (length) & 9" (width), 1 1/2"x5/8" angle iron. 11. Pipe for cross body size 1 1/2"x1/6 gauge. 12. Body paint (complete inside & outside) powder, coated best quality with base coat. 13. Height from floor to ceiling 4'3" 14. Seating capacity 6 seater. 15. Gunner stand table (1 1/2"x1 1/2" angle iron), size L-26", W-15", H-12" 16. Gun fitted stand for HMG with pipe and base sheet (14-Gauge). 17. Gun fitted stand with gun & til. movement option with locking system. 18. Sliding plastic glass of 3mm thickness with frame & safety grill outside. 19. Additional 02 Nos. leaf springs on each side to be fitted in rear road springs due to steel plating load. <p>Dimension & Specification of Mild / Hard Steel Plating:</p> <ol style="list-style-type: none"> 1. Mild steel plate of 05mm (L-89"xH-27") cover plate on each side. 2. Hard steel plate of 03mm (L-89"xH-42") inner plate on each side. 3. Hard steel plate of 05mm (L-89"xH-19") lower lower plate to be overlapped on inner hard steel plate. 4. Mild & Hard steel plates will be welded with 1/2 inch hollow gap. 	42	Rs. 475,000/- Per unit	Rs. 19,950,000/- (Nineteen million thousand/-)



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

9. **Force Majeure:-**

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, strikes, lock-outs and other circumstances and disturbances, which are beyond the control of both the Parties. If one Party unable to fulfill the obligations under this Agreement shall immediately within one week inform the other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of obligations, the time of limit shall be extended for a corresponding period of time.

Sardar Khan

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

Supplier

Name : Sardar Khan
Designation : Managing Director
CNIC No : 17301-7424834-5



WITNESS
AIG (F&P) CPO PESHAWAR

Witness by Supplier

Name : Ejaz Khan
F. Name : Zafeer Gul
CNIC No : 17301-1636042-3

