

**CONTRACT AGREEMENT NO. P/280/ICA/AP-I/SLEEPING BAGS/2021-22, DATED 26/5/2022
FOR SUPPLY OF SLEEPING BAG TO KHYBER PAKHTUNKHWA POLICE (REGULAR)**

This contract agreement is made and entered into on 26/5/2022 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 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 Sleeping Bag 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 Sleeping Bag and is a registered unit under the law of Pakistan having its registered office at House No. 1309, Tipu Sultan Road, Kala Bari Peshawar Cantt: (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Sleeping Bag 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 Sleeping Bag 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.

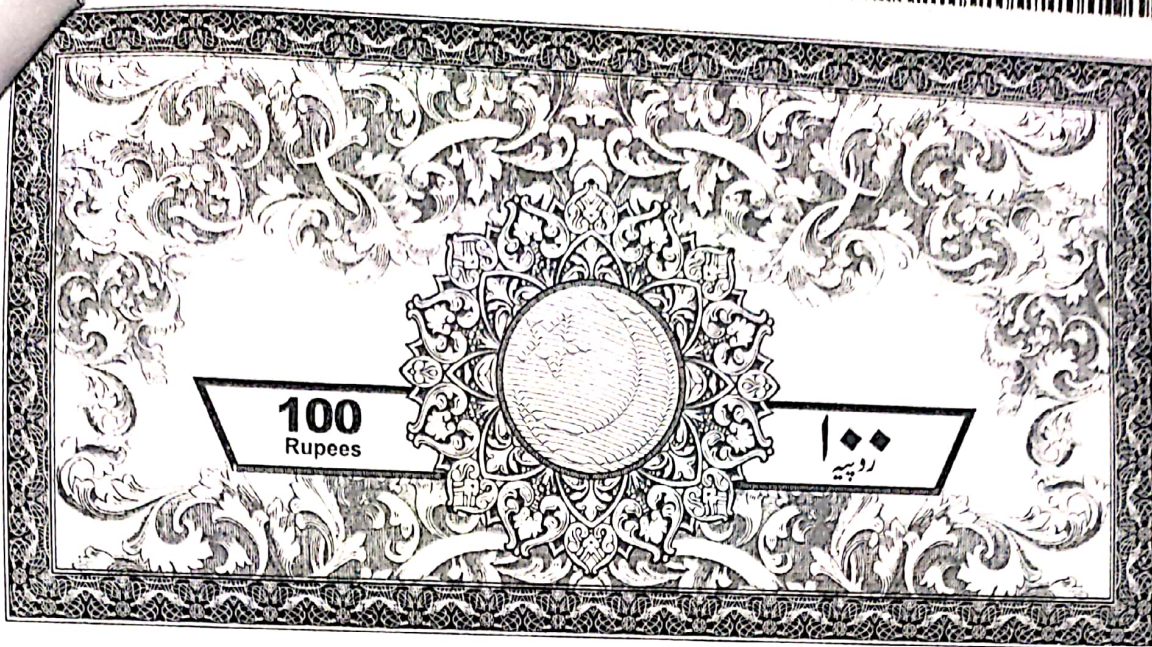
Agreement Price and Product Specification:-

- 1.4 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 including taxes | Total cost |
|---------|---|------------------------|----------------------------|---|
| | <u>Sleeping Bags</u> | | | |
| | <u>Description</u> <u>Specification</u> | | | |
| | Length | 190cm | | |
| | Weight | 80cm | | |
| | Weight | 2.700Kgs | | |
| | Outer Cloth | Wind Proof (Parachute) | | |
| | Inner Cloth | Cotton | | |
| | Color | Navy Blue | | |
| 1 | | 200 | Rs. 3,400/- | Rs. 680,000/- (Six hundred eighty thousand only) |

ATTESTED

 Malik Sana Jamil
 OATH
 COMMISSIONER



2. **Responsibility of the Government:-**

The following are the responsibilities of the Government.

- 2.1 Government shall place a demand for supply of **Sleeping Bag** and shall make payment on delivery of the item after successful inspection by the inspection committee of the Government.
- 2.2 Coordination with the Seller/Supplier and placing demand and payment.
- 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 **up to 10-June 2022** 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 **1-Years**.
- 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:-**

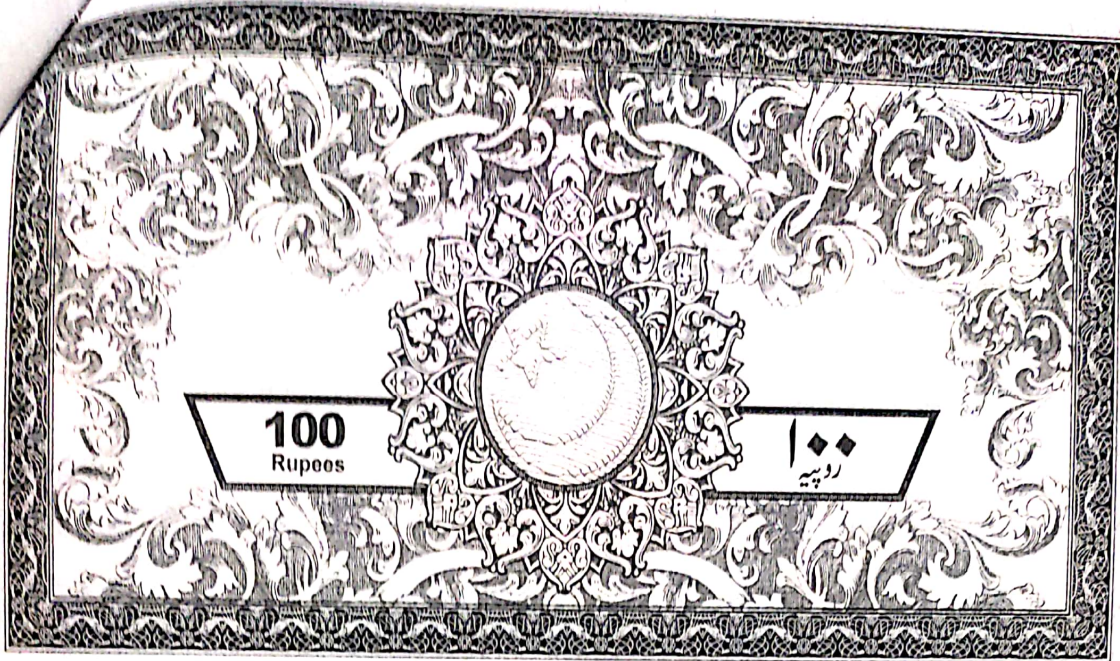
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

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.
- 5.3 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.

6. **Termination of Agreement:-**

- 6.1 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.
- 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, shall reimburse



7. Notices:-

7.1 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.

8. Force Majeure:-

8.1 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.

Signature of Inspector General of Police

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

Signature of Supplier



Supplier

Name : Muhammad Imran
 Designation : CEO
 CNIC No : 17301-4728415-1

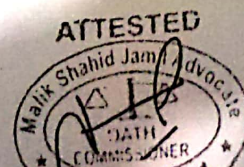


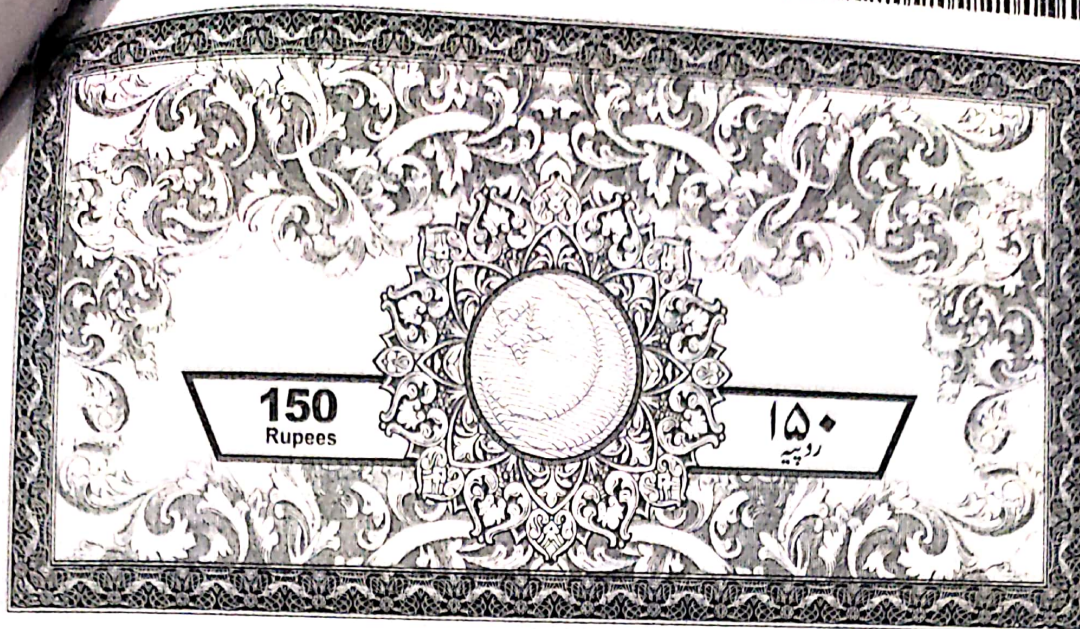
Signature of Witness

WITNESS
 AIG (F&P) CPO PESHAWAR

Witness by Supplier

Name : Asad Hussain Siddiqui
 F. Name : Shahid Hussain
 CNIC No : 17301-2815097-9





**CONTRACT AGREEMENT NO. P/2796/CA/AP-II/RAIN COAT/2021-22, DATED 26/5/2022
FOR SUPPLY OF RAIN COATS TO KHYBER PAKHTUNKHWA POLICE (NMDs)**

This contract agreement is made and entered into on 26/05/2022 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 Oceans Trade Enterprises, Office # 7, Mumtaz Tower Gulberg No. II, Main Gulberg Road Peshawar (Pakistan) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase Rain Coat 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 Rain Coat and is a registered unit under the law of Pakistan having its registered office at Office # 7, Mumtaz Tower Gulberg No. II, Main Gulberg Road Peshawar (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Rain Coat 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:-

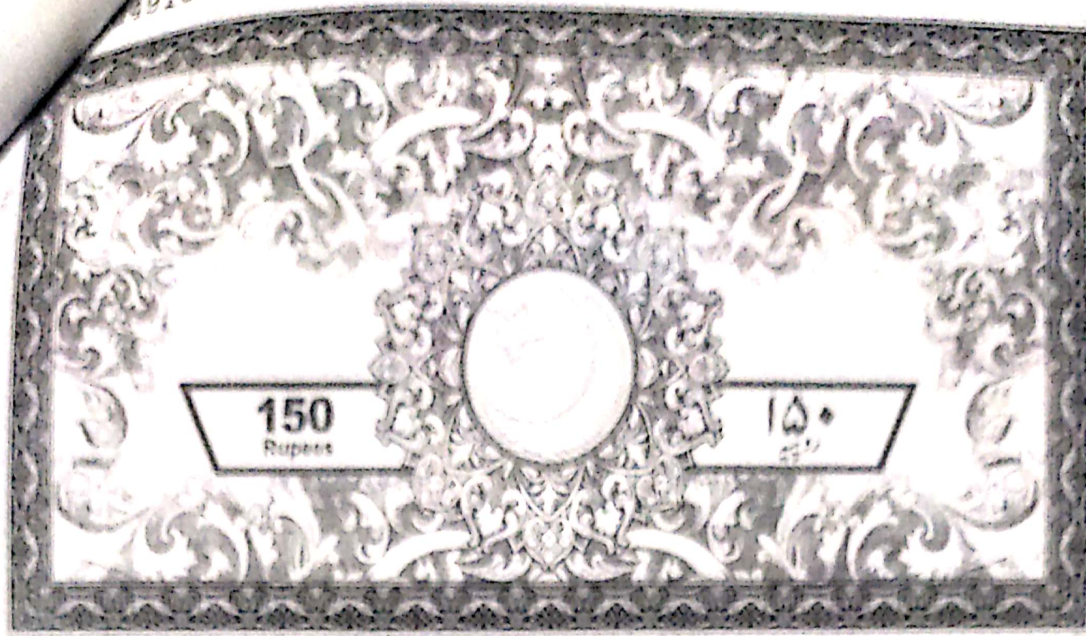
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the Rain Coat duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 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. | <u>Rain Coat</u> Size: As per order Color: As per requirement Blue or Black Reflecting Strips: on both sides and Arms Cap: Attached Cloth: Fully Water Proof Logo: Police Logo on Front Writing: Khyber Pakhtunkhwa Police (On Back) Zipper: Only Zip Style | 14,500 | Rs. 1,495/- | Rs. 21,677,500/- (Twenty one million six hundred seventy seven thousand five hundred only) |

OCEANS TRADE



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

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of **Rain Coat** and shall make payment on delivery of the item after successful inspection by the inspection committee of the Government.
- 3.2 Coordination with the Seller/Supplier and placing demand and payment.
- 3.3 Government will be responsible for placing the demand list to the Supplier.

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

- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be **up to 10-June 2022** from the date of signing the contract.
- 4.3 Supplier will supply the store for inspection by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- 4.4 Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR.
- 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 laws especially Procurement Laws for the time being in force.

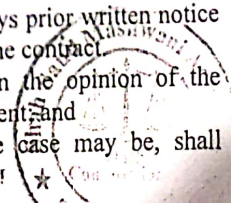
6. **Dispute Resolution:-**

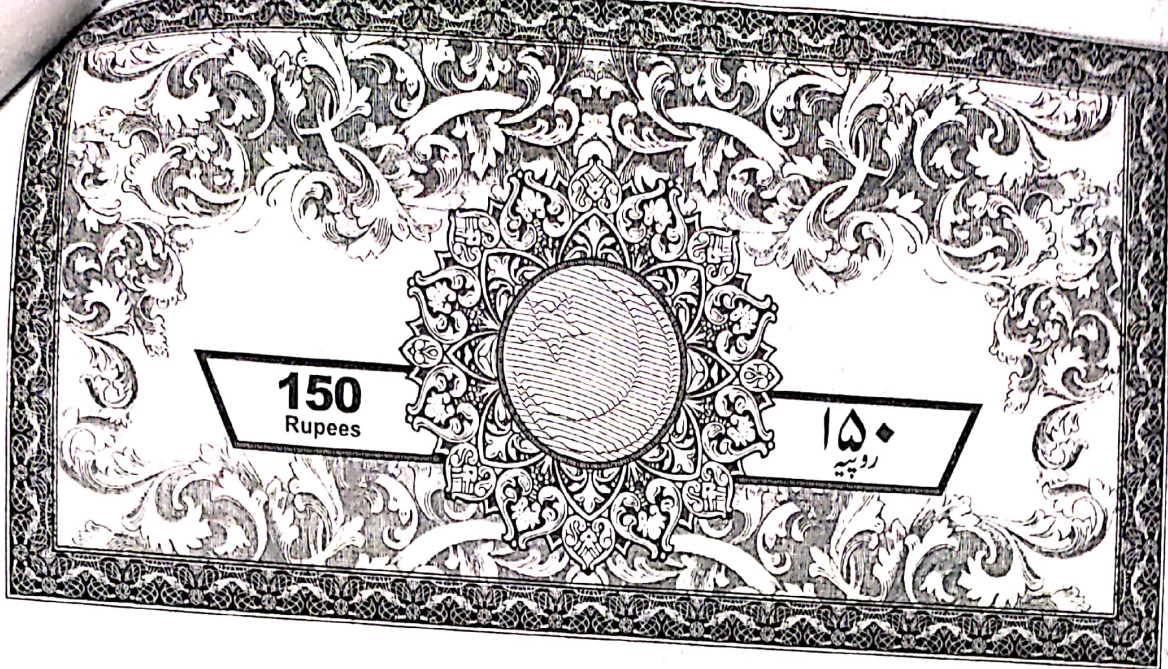
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single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

ATTESTED





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.

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

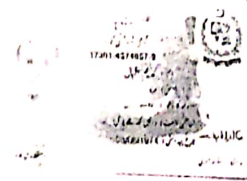
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WITNESS
AIG (F&P) CPO PESHAWAR

Supplier

Name : Nadeem Iqbal
Designation : CEO
CNIC No : 17301-4374857-9

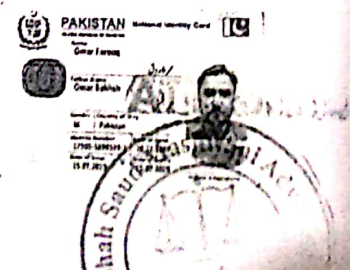
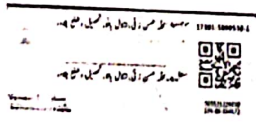
[Handwritten signature] OCEANS TRADE Enterprises



Witness by Supplier

Name : Omer Farooq
F. Name : Omer Bakhsh
CNIC No : 17301-5890539-1

[Handwritten signature] FAROOQ



OCEANS TRADE Enterprises