

CONTRACT AGREEMENT NO. P/2676/ICA/AP-II/TRANSPORT/NMDs/2021-22, DATED 23/5/2022 FOR SUPPLY OF MOTORCYCLE (150-CC) TO KHYBER PAKHTUNKHWA POLICE (NMDs)

This contract agreement is made and entered into on 23/05/2022 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 Atlas Honda Ltd, Corporate Centro, Plot No. 784/785 Gohlara Road Islamabad 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 Transport 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 Transport and is a registered unit under the law of Pakistan having its registered office at Corporate Centro, Plot No. 784/785 Gohlara Road Islamabad Pakistan.

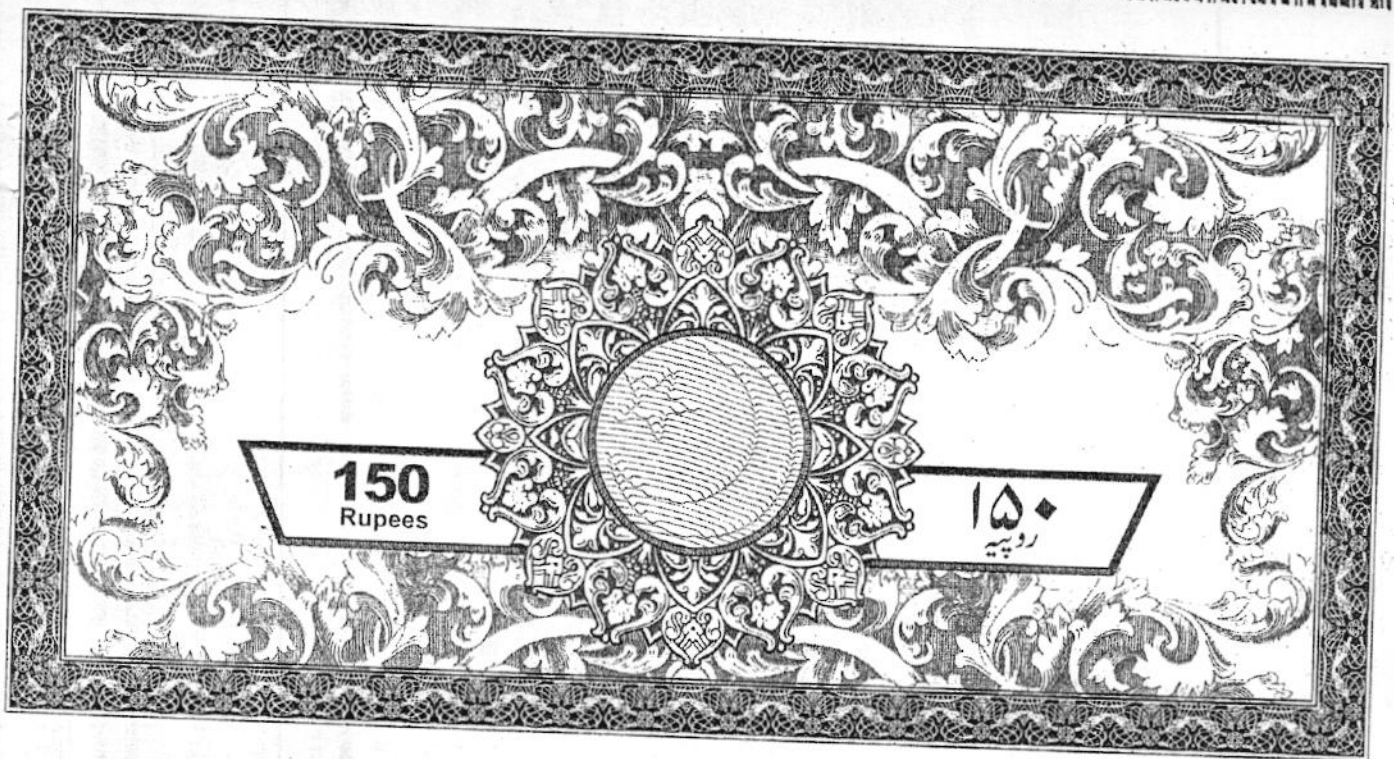
AND WHEREAS the First party invited tenders for supply of Transport and the Second party, being a successful bidder has accepted the offer of the Government in lieu of the consideration mutually agreed and on such terms and condition as may be reflected in this agreement.

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 Transport 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 specifications	Qty	Rate per unit inclusive all taxes	Total amount	Delivery Period
1	Motorcycle 150-cc Engine 04-Stroke SOHC Air Cooled engine with balancer Displacement 150-cc Transmission Manual / as per dinged Starter Kick / Self start Final Drive Roller Chain Ground clearance As per designed Fuel Tank capacity As per designed Tire Size As per designed Suspension Telescopic shocks with swing arms or as per designed Additional Accessories 1. Front wind screen 2. Front LED Flasher lights (Red & Blue) 3. Rear LED flasher lights (Red & Blue) 4. Frames for side boxes & rear Box (Stainless Steel) 5. Side protection grills on each side for safety (Stainless Steel) 6. Pocket phone holder bracket 7. Side documents box (01 on each side with locking system) Water Proof 8. Integrated multi-function R, Handle grip 9. PA System with Mic and Power Supply 10. Rear large box 11. Helmet fitted with two way Mic system for wireless Communication 12. Hand gloves 13. Elbow and Knee safety pads	100	Rs. 406,500/-	Rs. 40,650,000/-	90-Days after advance payment





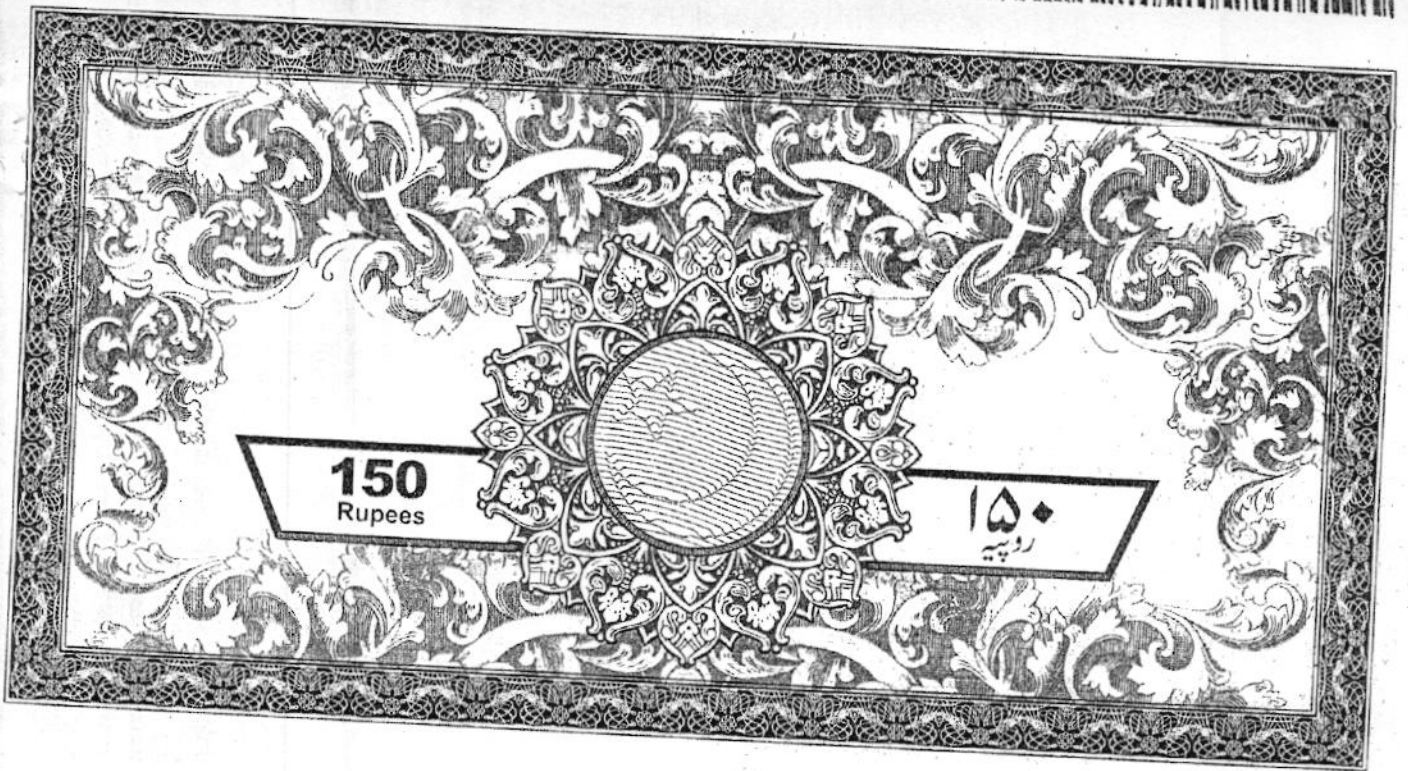
3. **Responsibility of the Government:-**

The following are the responsibilities of the Government.

 - 3.1 Government shall place a demand for supply of **Transport** and shall make 100% advance payment to the Seller/Supplier against 100% bank guarantee.
 - 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 as per above details.
 - 4.3 Supplier will supply the store which will be inspected 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 removing the manufacturing fault during warranty period, for body related parts motorcycle is warranted for 6-months or 6000-KM whichever comes earlier from the date of supply while for Engine warranty period will be 3-years or 20,000-KM whichever occurs earlier after delivery of store at consignee's end.
 - 4.5 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
 - 4.6 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.
 - 4.7 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.
 - 4.8 The store will be delivered to MT Store Tele.Com 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
 - 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.

Qareeb Ullah Khan

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

[Signature]

WITNESS
AIG (F&P) CPO PESHAWAR

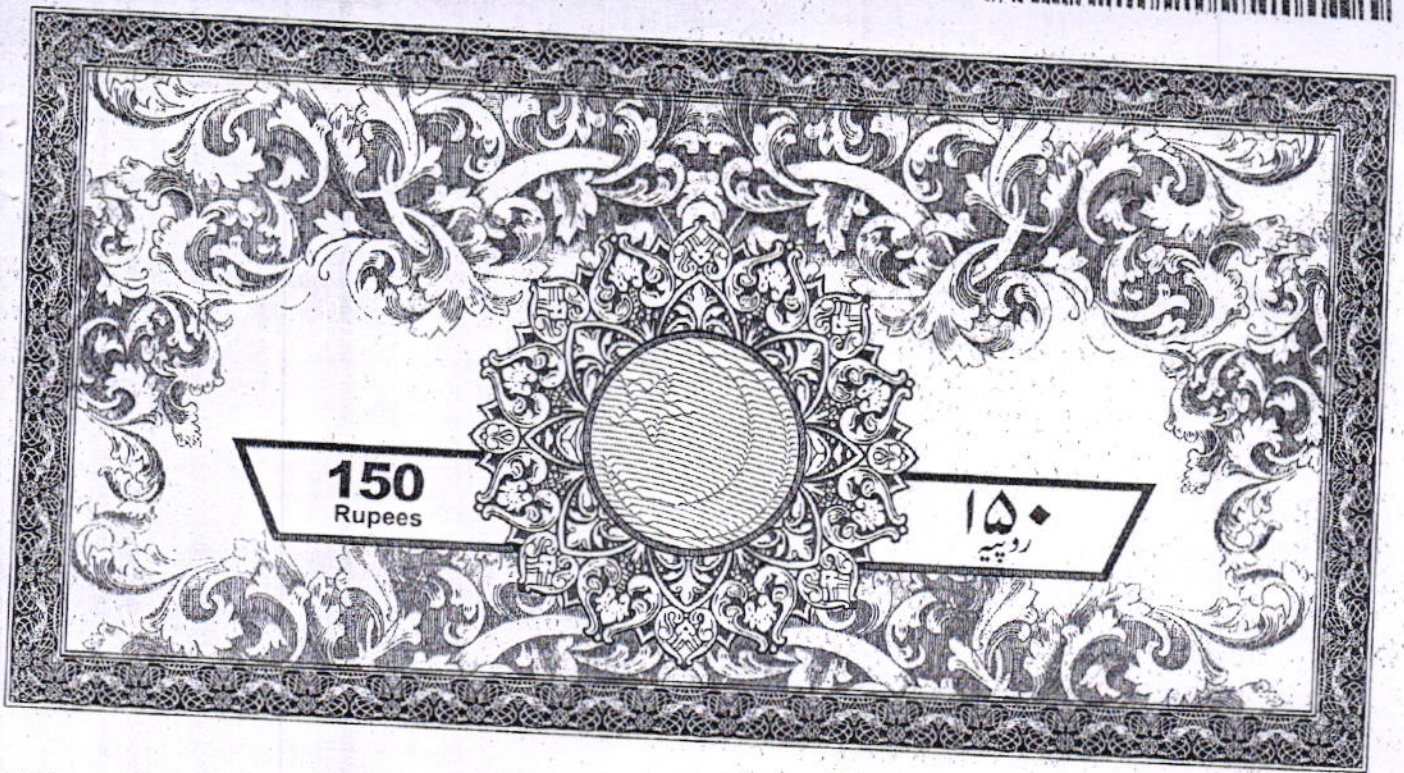
[Signature]
ATLAS THORBA LIMITED
RANJOL PUNJAB

Supplier
Name : Qareeb Ullah Khan
Designation : Sales Manager
CNIC No : 15101-0396762-3



Witness by Supplier
Name : Muhammad Adnan Jalil
F. Name : Haji Muhammad Adeel
CNIC No : 17301-1661798-1





CONTRACT AGREEMENT NO. P/2681 /CA/AP-II/TRANSPORT/CCP/ABABEEL/2021-22, DATED 23/5/2022
FOR SUPPLY OF MOTORCYCLE (150-CC) TO CAPITAL CITY POLICE (ABABEEL SQUAD)

This contract agreement is made and entered into on 23/10/2022 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 Atlas Honda Ltd, Corporate Centro, Plot No. 784/785 Gohlara Road Islamabad 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 **Transport** 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 **Transport** and is a registered unit under the law of Pakistan having its registered office at **Corporate Centro, Plot No. 784/785 Gohlara Road Islamabad Pakistan.**

AND WHEREAS the First party invited tenders for supply of **Transport** 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

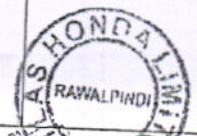
1. Commencement, Duration and Extension:-

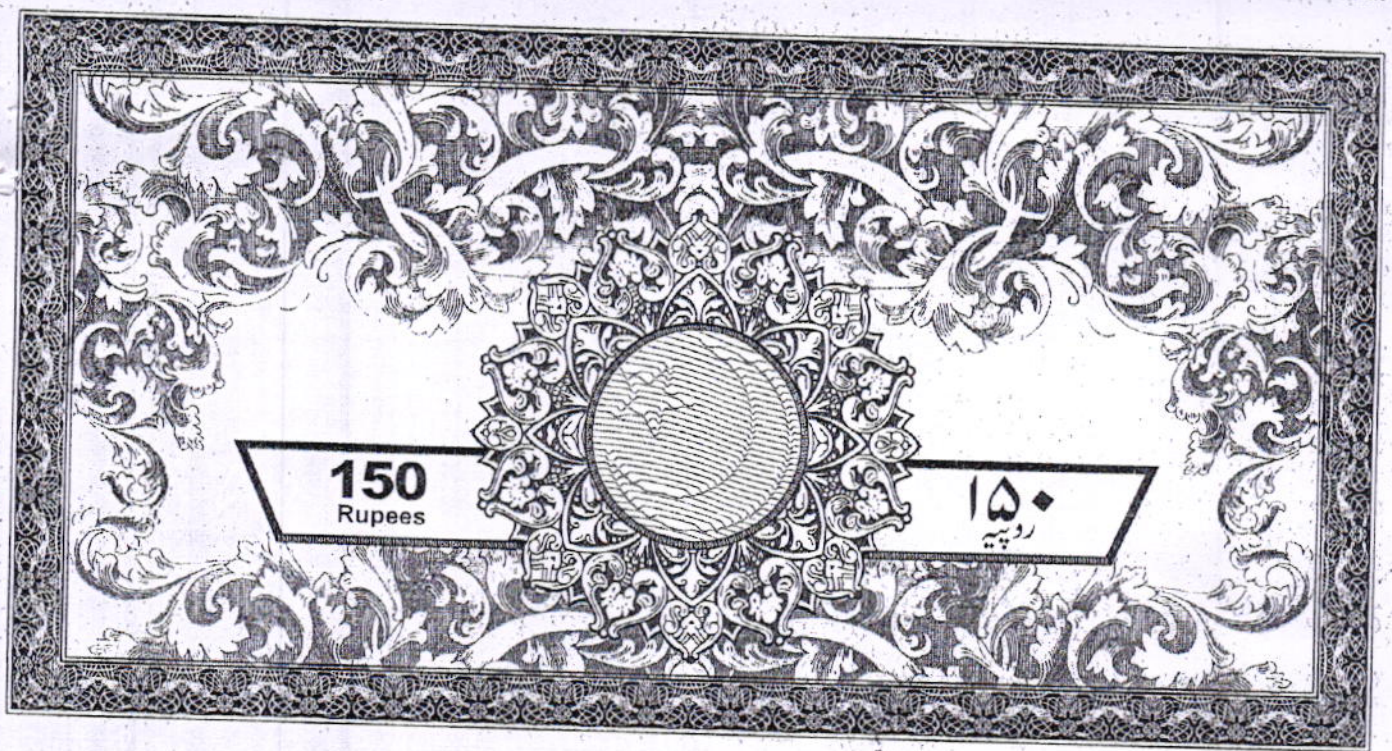
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the **Transport** duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 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 specifications	Qty	Rate per unit inclusive all taxes	Total amount	Delivery Period
1	Motorcycle 150-cc Engine 04-Stroke SOHC Air Cooled engine with balancer Displacement 150-cc Transmission Manual / as per dinged Starter Kick / Self start Final Drive Roller Chain Ground clearance As per designed Fuel Tank capacity As per designed Tire Size As per designed Suspension Telescopic shocks with swing arms or as per designed Additional Accessories 1. Front wind screen 2. Front LED Flasher lights (Red & Blue) 3. Rear LED flasher lights (Red & Blue) 4. Frames for side boxes & rear Box (Stainless Steel) 5. Side protection grills on each side for safety (Stainless Steel) 6. Pocket phone holder bracket 7. Side documents box (01 on each side with locking system) Water Proof 8. Integrated multi-function R, Handle grip 9. PA System with Mic and Power Supply 10. Rear large box 11. Helmet fitted with two way Mic system for wireless Communication 12. Hand gloves 13. Elbow and Knee safety pads	148	Rs. 406,500/-	Rs. 60,162,000/-	90-Days after advance payment





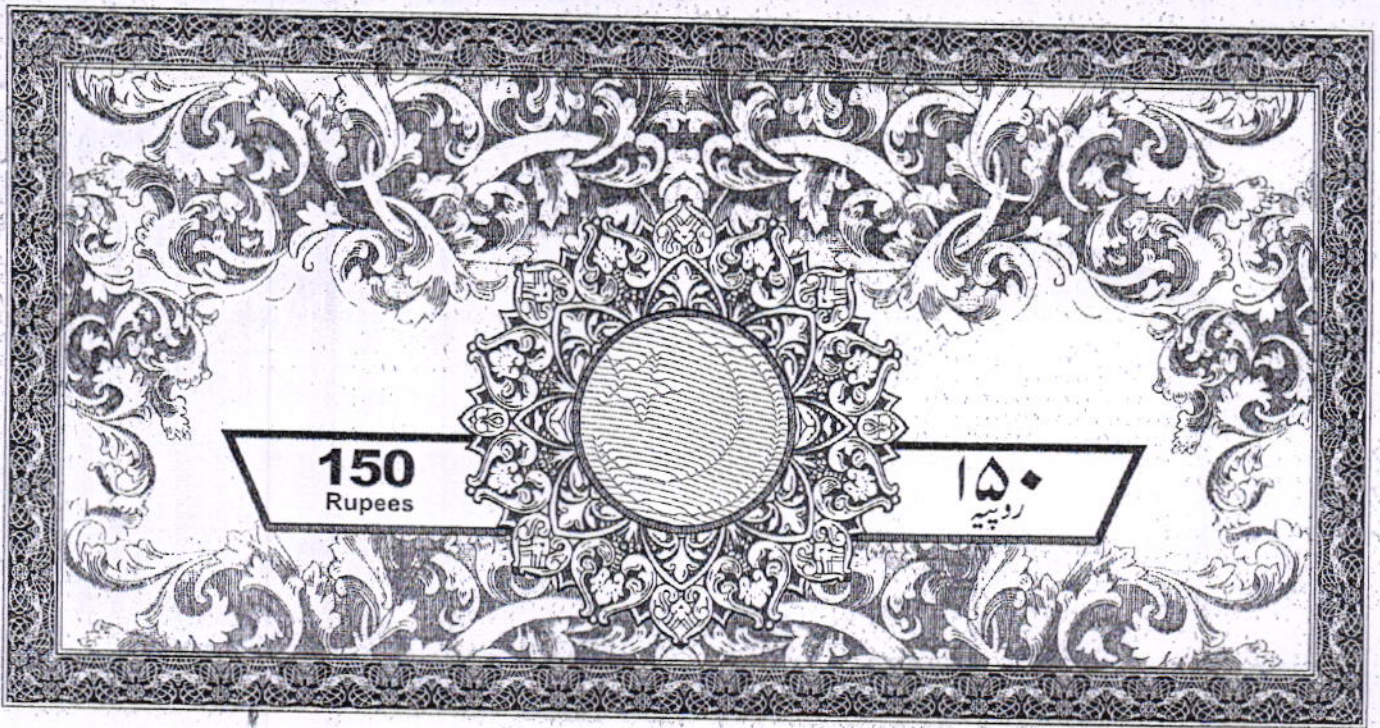
3. **Responsibility of the Government:-**

The following are the responsibilities of the Government.

 - 3.1 Government shall place a demand for supply of **Transport** and shall make 100% advance payment to the Seller/Supplier against 100% bank guarantee.
 - 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 as per above details.
 - 4.3 Supplier will supply the store which will be inspected 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 removing the manufacturing fault during warranty period, for body related parts motorcycle is warranted for 6-months or 6000-KM whichever comes earlier from the date of supply while for Engine warranty period will be 3-years or 20,000-KM whichever occurs earlier after delivery of store at consignee's end.
 - 4.5 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
 - 4.6 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.
 - 4.7 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.
 - 4.8 The store will be delivered to MT Store Tele.Com 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
 - 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:-

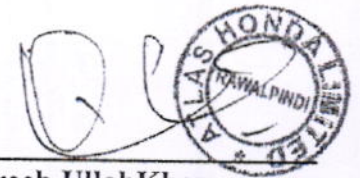
9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties.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

Saeed

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

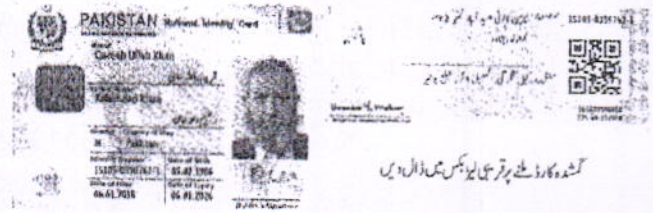
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WITNESS
AIG (F&P) CPO PESHAWAR



Supplier

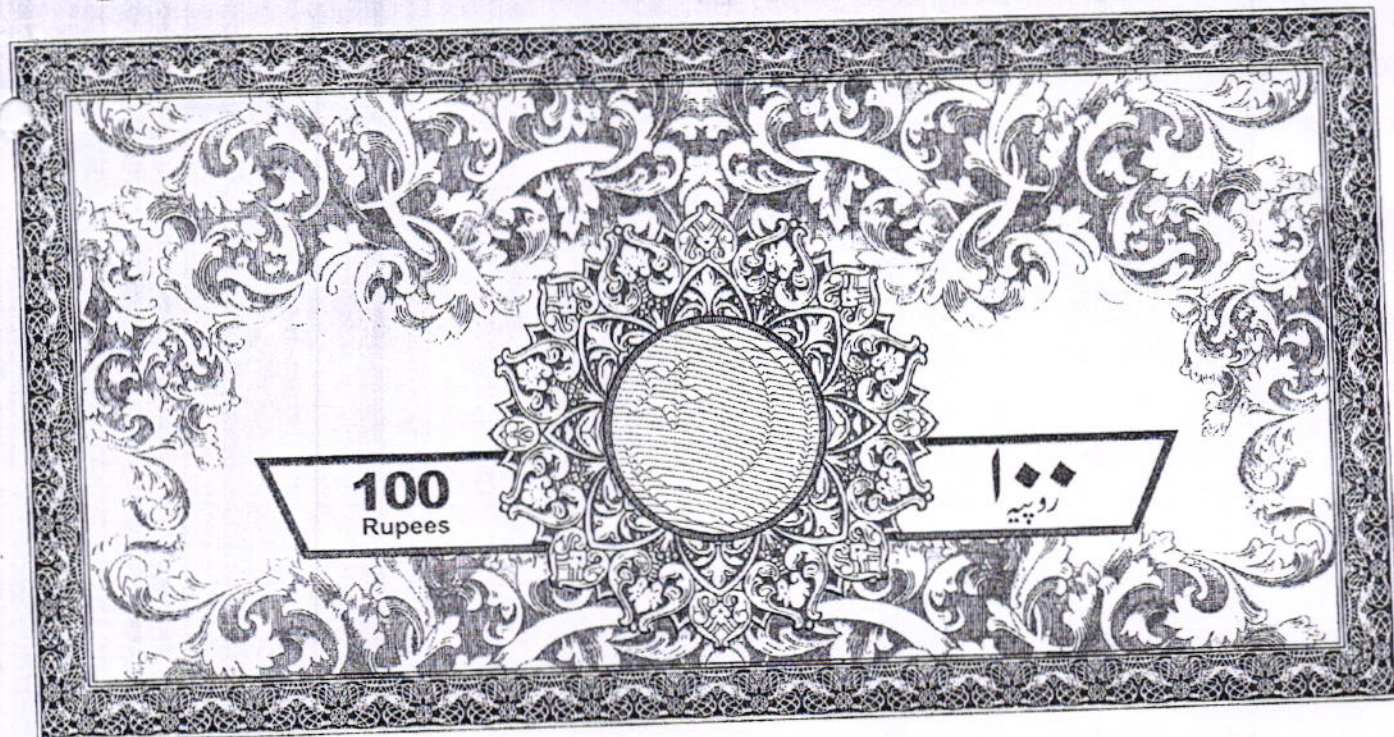
Name : Qareeb Ullah Khan
Designation : Sales Manager
CNIC No : 15101-0396762-3



Witness by Supplier

Name : Muhammad Adnan Jalil
F. Name : Haji Muhammad Adeel
CNIC No : 17301-1661798-1





CONTRACT AGREEMENT NO. P/ 2364 /CA/AP-II/TRANSPORT/CPEC/2021-22, DATED 10/05/2022
FOR SUPPLY OF PICKUPS (4X4 D/CAB) TO KHYBER PAKHTUNKHWA POLICE SPECIAL SECURITY UNIT (SSU/CPEC) PESHAWAR

1. This contract agreement is made and entered into on 10/05/2022 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 Indus Motor Company Ltd Karachi through Toyota Frontier Motors Pvt Ltd, University 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 **Transport** as per description, approved specification through legal, transparent and fair means in the interest of the Police Department.

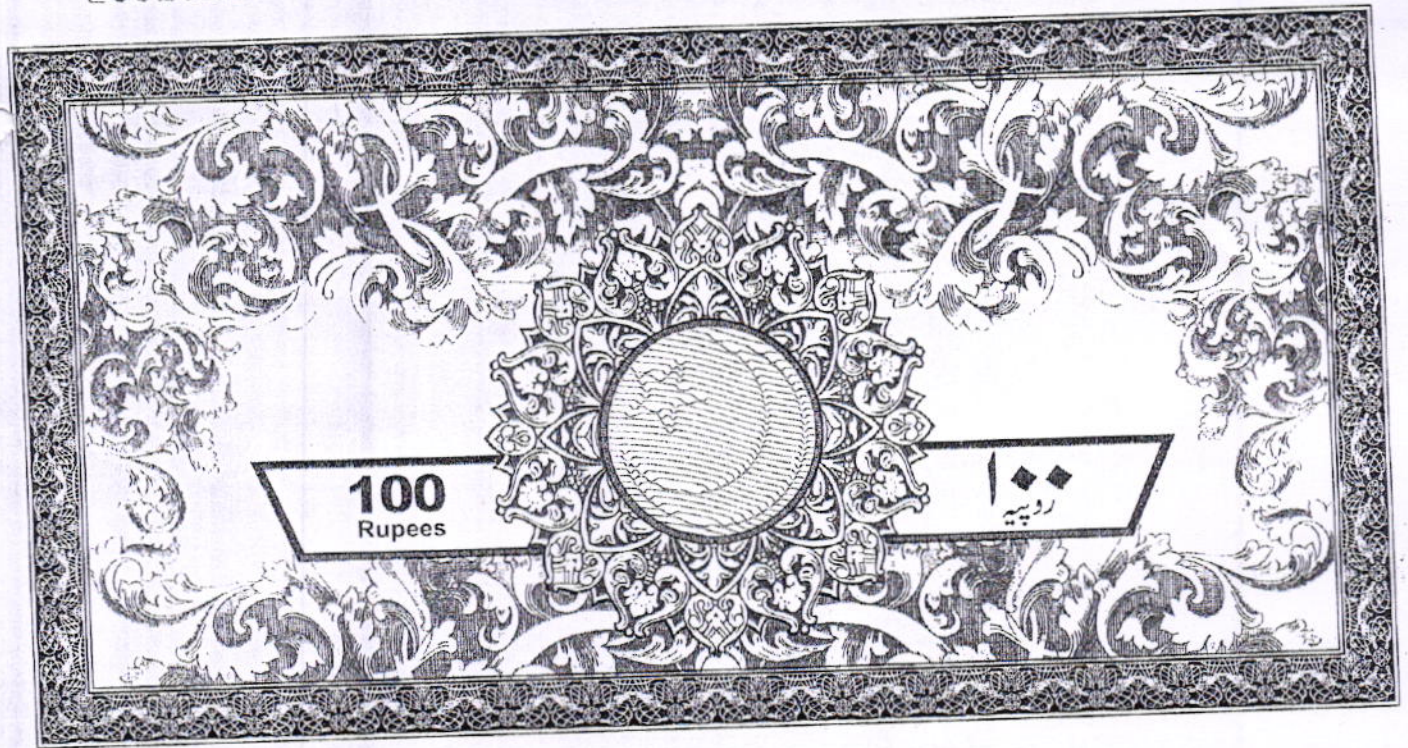
AND WHEREAS the Second party has the specialty in manufacturing and supply of the **Transport** and is a registered unit under the law of Pakistan having its registered office at **University Road Peshawar Pakistan**.

AND WHEREAS the First party invited tenders for supply of **Transport** 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 **Transport** 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 item with Specification	Qty	Rate per unit inclusive all taxes	Total amount contract value	Delivery Period
1	RHD IMV Toyota Hilux REVO "G" Automatic 4x4 Double Cabin Pickup Engine Capacity: 2755 cc Diesel Transmission: 06 Speed A/T Standard Accessories: Air Conditioner, Air Bag (D + P & Knee), Anti Lock Braking System (ABS) Part-Time (H2,H4,L4), Vehicle Stability Control with HAC + TSC, 7" Capacitive Screen with Navigation, Central Locking, Power Windows, etc Pakistan Assembled (Duly approved by Technical Evaluation Committee conveyed vide No. 5870/MT, dated 22.04.2022)	11	Rs. 8,440,079/-	Rs. 92,840,869/- (Ninety two million eight hundred fourty thousand eight hundred sixty nine only) (Note: Finance department accorded sanction of Rs. 81,896,804/- which will be paid and balance amount of Rs. 10,944,065/- will be paid after sanction by FD)	120 - 150 days after advance payment



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

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of **Transport** and shall make 100% advance payment to the Seller/Supplier against 100% bank guarantee.
- 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 as per above details.
- 4.3 Supplier will supply the store which will be inspected 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 removing the manufacturing fault during warranty period of 36-Months or 100,000 km whichever come first.
- 4.5 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.6 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.
- 4.7 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.
- 4.8 The store will be delivered to MT Store Tele-communication HQs at Malik Saad Shaheed Police Lines Peshawar.

5. **Applicable Law:-**

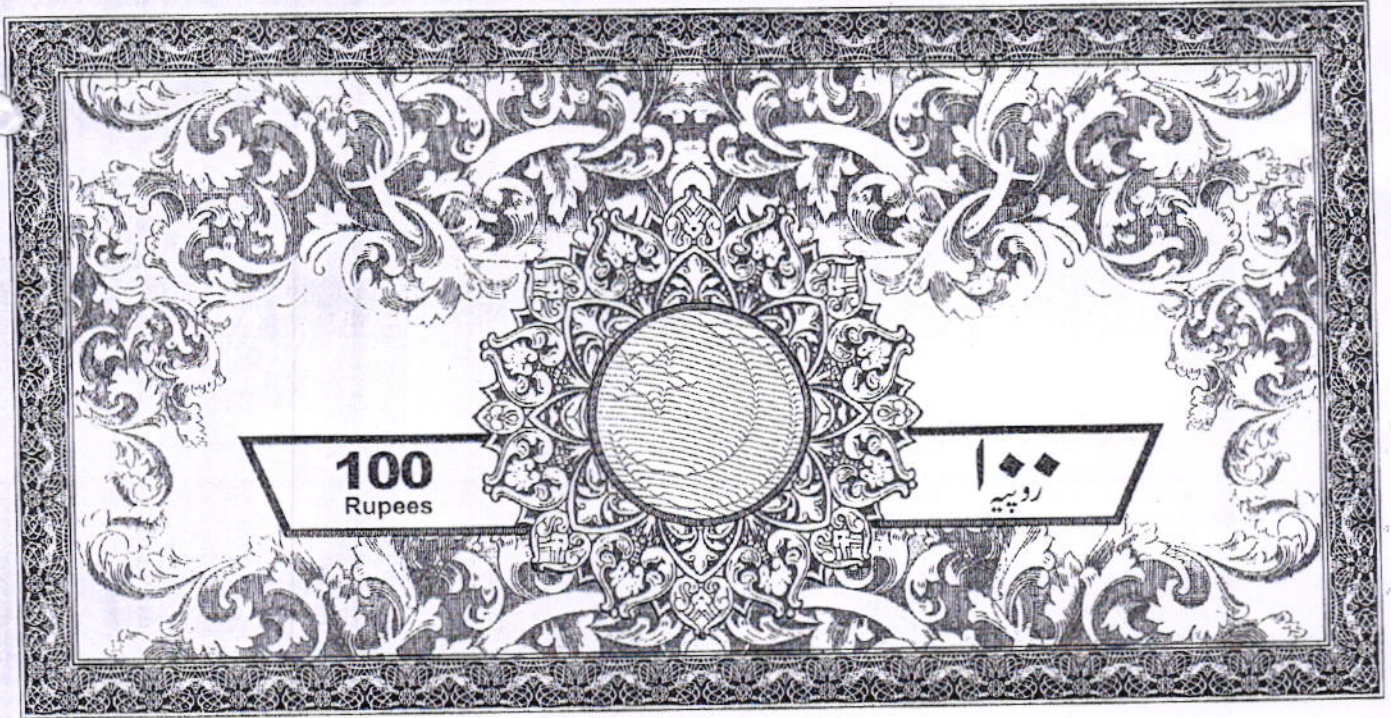
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

6. **Dispute Resolution:-**

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

7. **Termination of Agreement:-**

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



8. Notices:-

8.1 Any notice given under the provisions of this agreement shall be in writing and 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.

Saleem

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

Supplier
Name : Muhammad Shakeel
F. Name : CEO
CNIC No : 17301-1611497-7

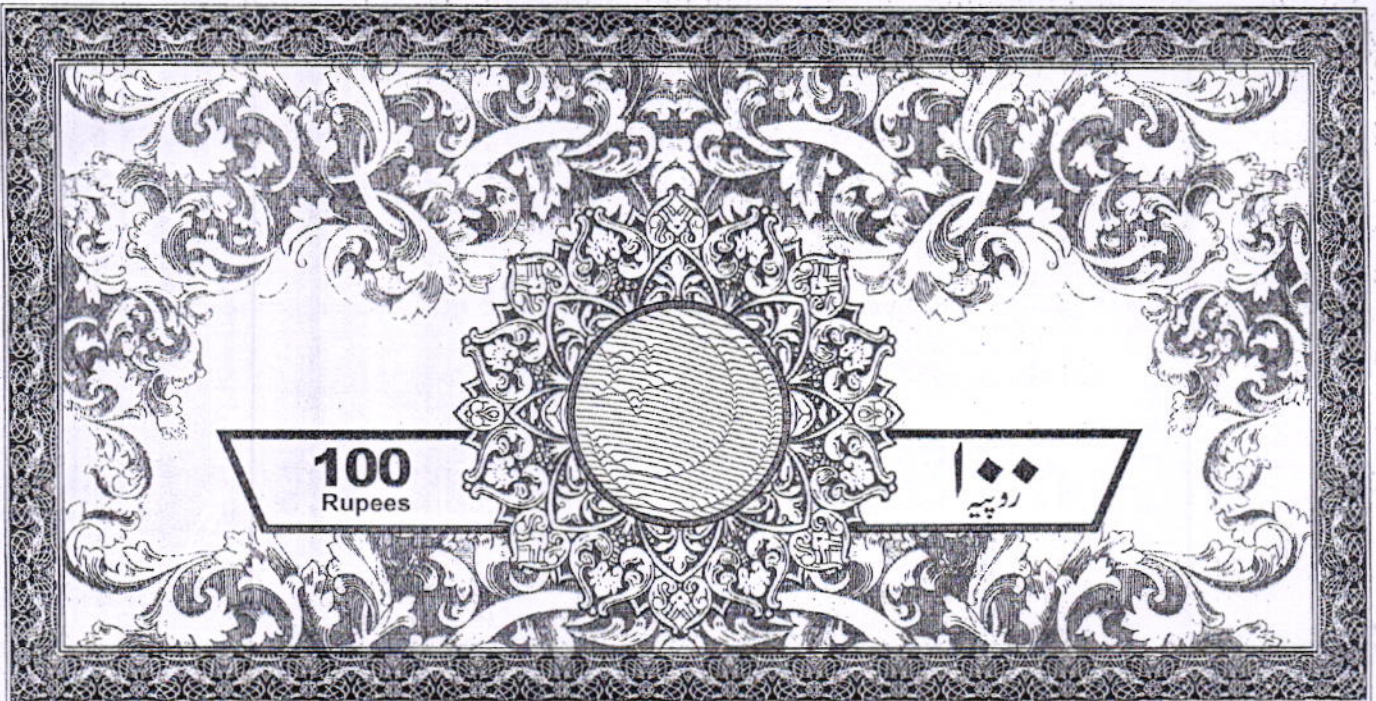
[Signature]

Witness
AIG (F&P) EPO PESHAWAR



Witness by supplier
Name : Irfan Haider
Designation : Nazir Ahmed
CNIC No : 17301-1824149-7





**CONTRACT AGREEMENT NO. P/2713 /CA/AP-II/STEEL CHARPOY/2021-22, DATED 24/5/2022
FOR SUPPLY OF STEEL CHARPOY WITH NAWAR TO KHYBER PAKHTUNKHWA POLICE (REGULAR)**

This contract agreement is made and entered into on 24/05/2022 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 Muhammad Haroon & Brothers, 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 Steel Charpoy with Nawar 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 Steel Charpoy with Nawar 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 Steel Charpoy with Nawar 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 Steel Charpoy with Nawar 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.	<u>Steel Charpoy with Nawar</u> <ul style="list-style-type: none"> ✓ Length-6 ft and 3 Inches ✓ Width-3 ft ✓ Height-1 ft & 9 Inches ✓ Pipe Diameter 1.5 Inch. ✓ Gauge 14 ✓ Middle support of same gauge ✓ Head support in the same gauge 10 inches ✓ Rubber cap in legs ✓ Colour black ✓ Nylon Nawar 	810	Rs. 8,888/-	Rs. 7,199,280/- (Seven million one hundred ninety nine thousand two hundred eighty only)

3. Responsibility of the Government:-

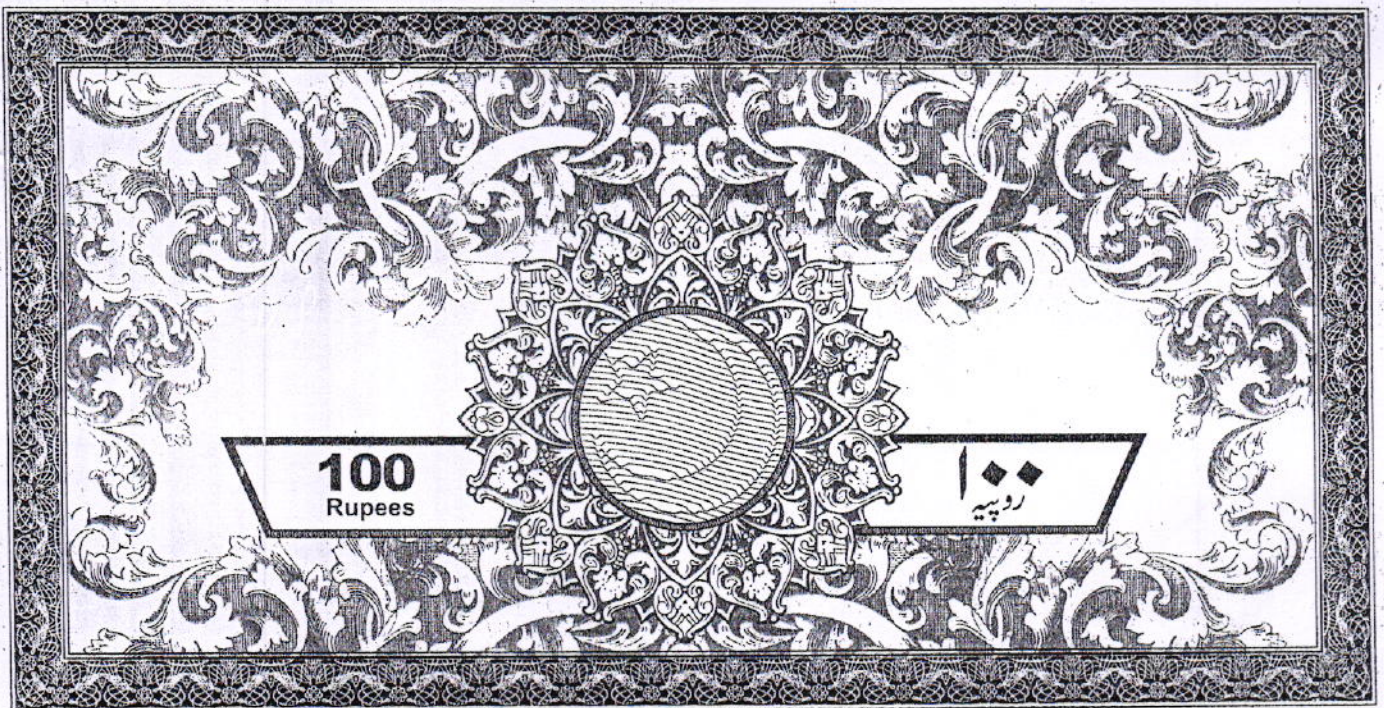
The following are the responsibilities of the Government.

Government shall place a demand for supply of Steel Charpoy with Nawar and shall make payment on delivery of the item after successful inspection by the inspection committee of the Government.

3.2 Co-ordination with the Seller/Supplier and placing demand and payment.

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

ATTEST
Malik Shahid Jamil Ady.
3.2
8.2



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.

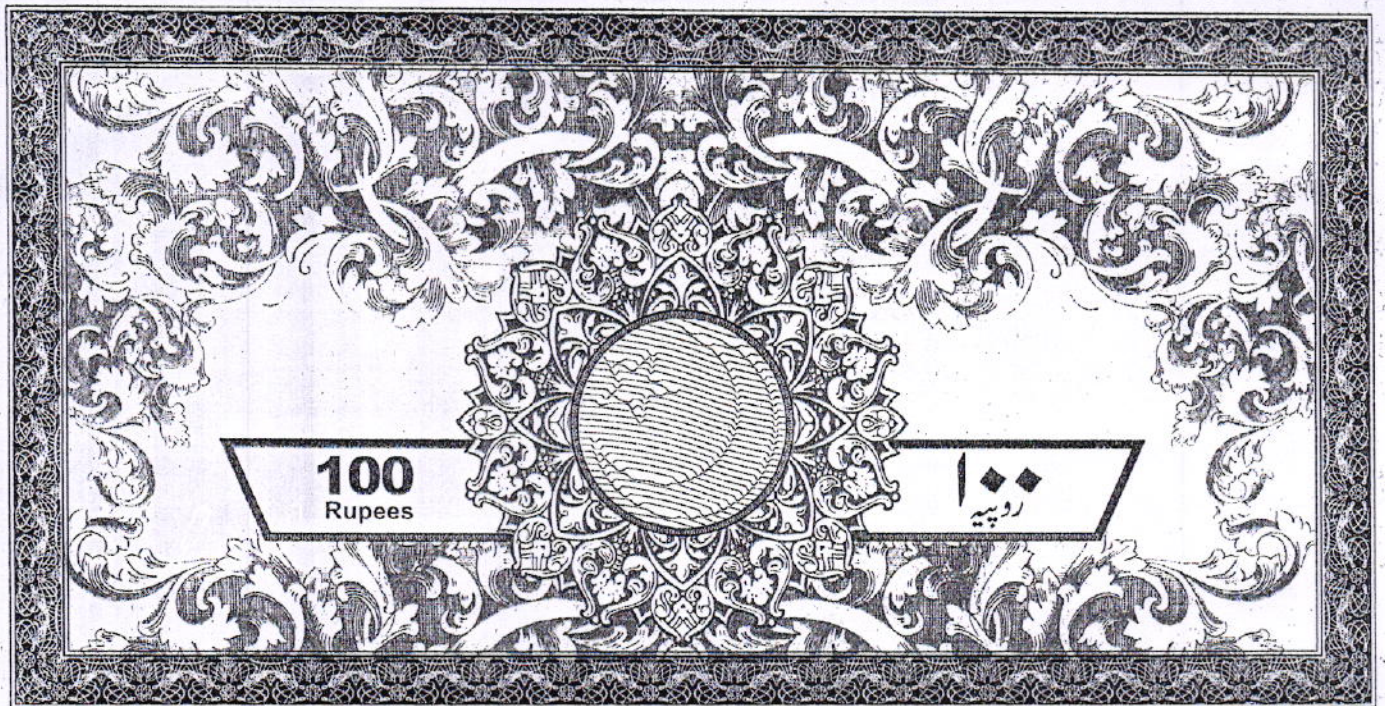
7. **Termination of Agreement:-**

- 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.

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.

ATTESTED
Malik Shahid Jamil
OWNER



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

[Handwritten signature]
HARROON & BROTHERS
H. No. 1309,
Kala Bari Bazar
Peshawar Cantt.

Supplier

Name : Muhammad Haroon
Designation : Managing Director
CNIC No : 17301-1128607-7



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WITNESS
AIG (F&P) CPO PESHAWAR

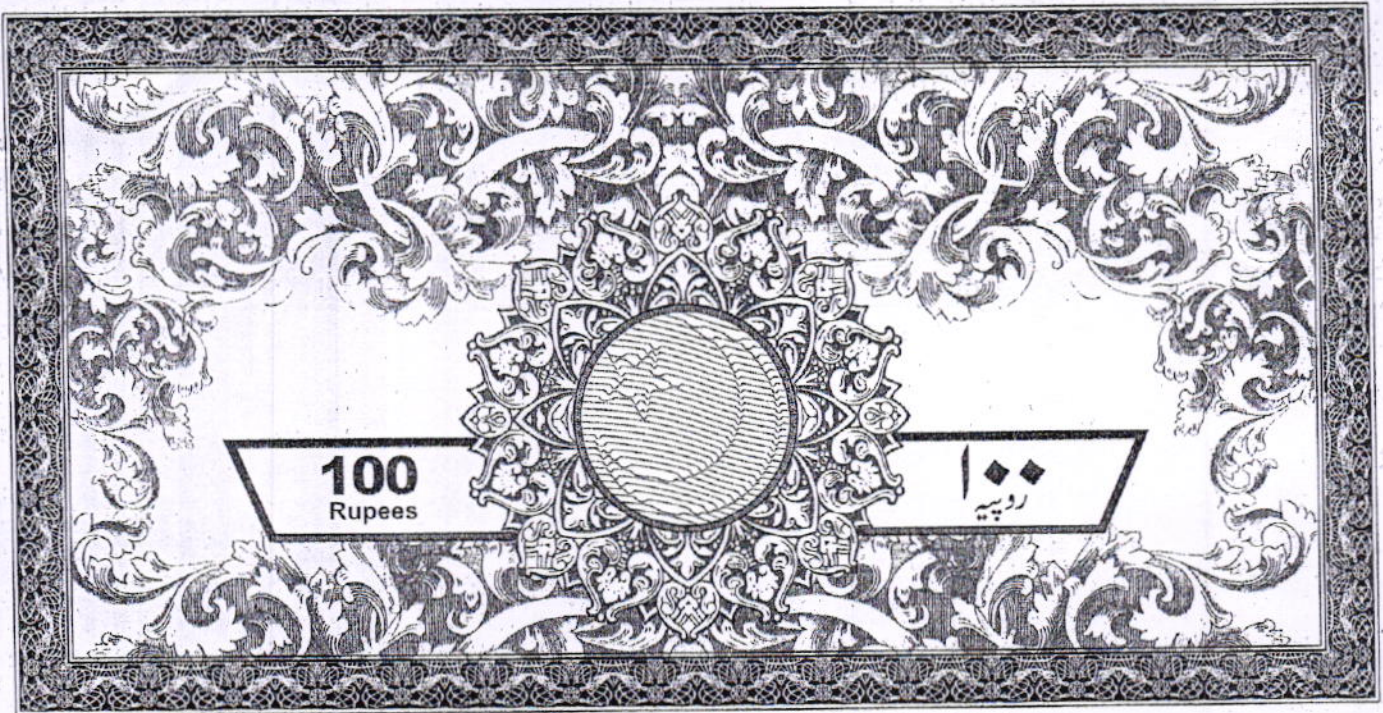
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Witness by Supplier

Name : Muhammad Bilal
F. Name : Muhammad Ayub
CNIC No : 17301-9302659-9



ATTESTED
Malik Shahid Jamil Advocate
[Signature]
COMMISSIONER
District High Court



**CONTRACT AGREEMENT NO. P/2718/CA/AP-II/STEEL CHARPOY/2021-22, DATED 24/5/2022
FOR SUPPLY OF STEEL CHARPOY WITH NAWAR FOR CAPITAL CITY POLICE (ABABEEL SQUAD)**

This contract agreement is made and entered into on 24/05/2022 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 Muhammad Haroon & Brothers, 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 Steel Charpoy with Nawar 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 Steel Charpoy with Nawar 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 Steel Charpoy with Nawar 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 Steel Charpoy with Nawar 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.	Steel Charpoy with Nawar ✓ Length-6 ft and 3 Inches ✓ Width-3 ft ✓ Height-1 ft & 9 Inches ✓ Pipe Diameter 1.5 Inch ✓ Gauge 14 ✓ Middle support of same gauge ✓ Head support in the same gauge 10 Inches ✓ Rubber cap in legs ✓ Colour black ✓ Nylon Nawar	800	Rs. 8,888/-	Rs. 7,110,400/- (Seven million one hundred ten thousand four hundred only)

3. Responsibility of the Government:-

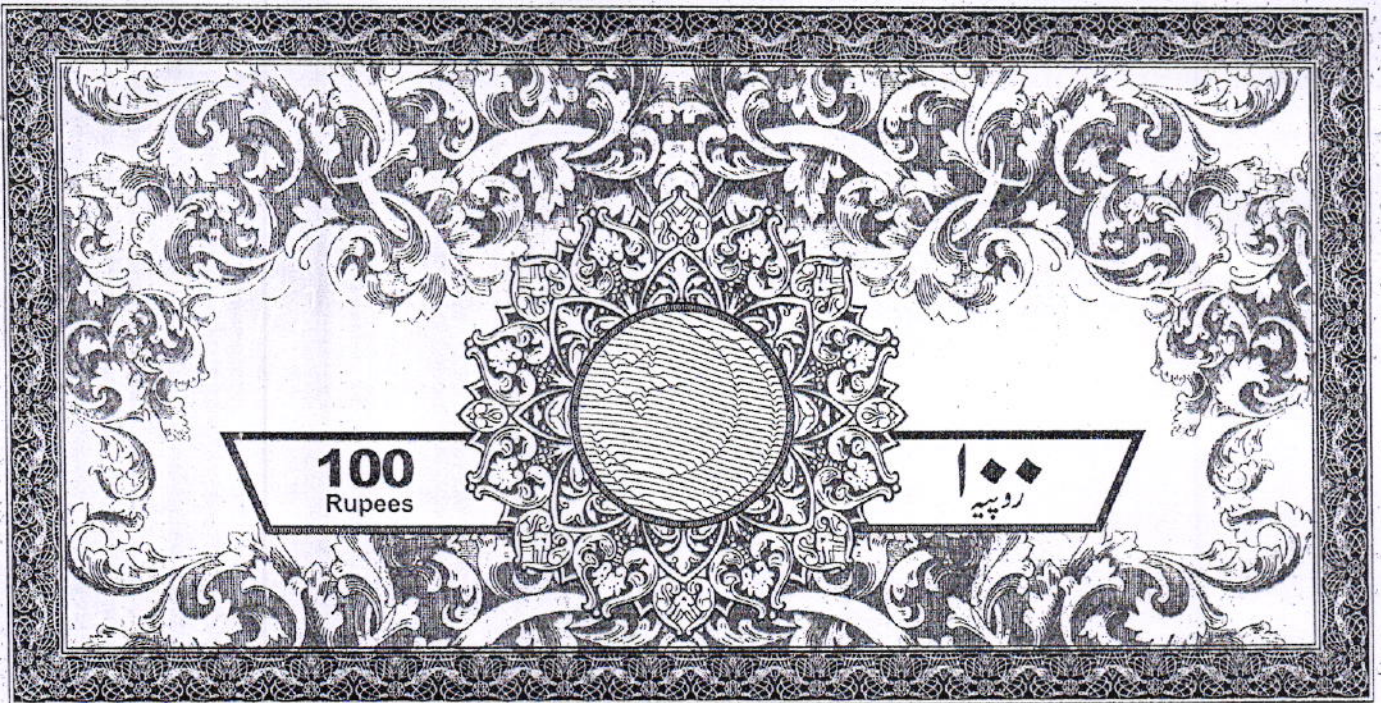
The following are the responsibilities of the Government.

Government shall place a demand for supply of Steel Charpoy with Nawar and shall make payment on delivery of the item after successful inspection by the inspection committee of the Government.

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

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:-**

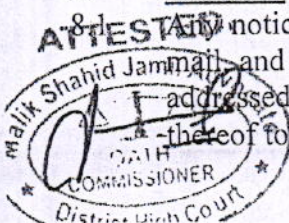
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single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

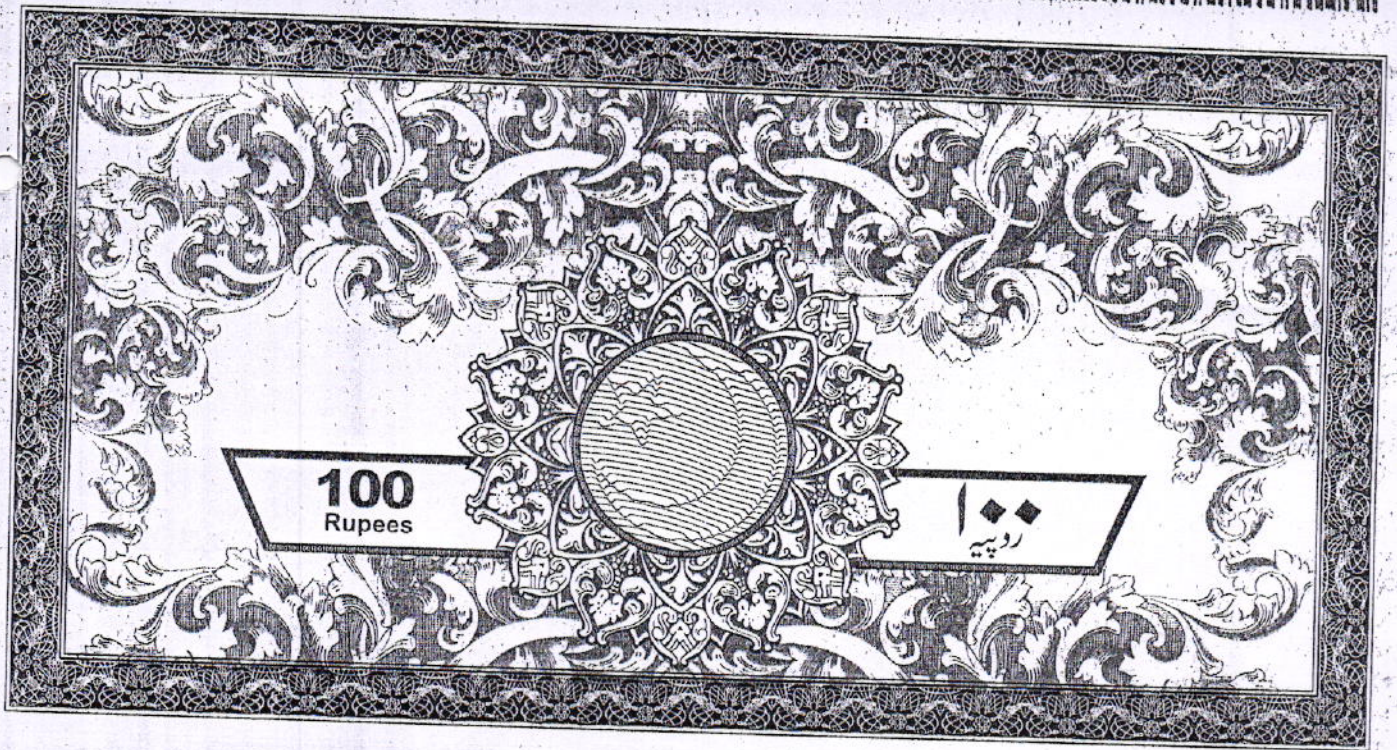
7. **Termination of Agreement:-**

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[Handwritten signature]

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

[Handwritten signature]

WITNESS
AIG (F&P) CPO PESHAWAR



Supplier

Name : Muhammad Haroon
Designation : Managing Director
CNIC No : 17301-1128607-7



Witness by Supplier

Name : Muhammad Bilal
F. Name : Muhammad Ayub
CNIC No : 17301-9302659-9



ATTESTED

