

CONTRACT AGREEMENT NO. P/3017/CA/AP-II/SUMMER JACKET/2021-22, DATED 6/6/2022 FOR SUPPLY OF SUMMER JACKET TO KHYBER PAKHTUNKHWA TRAFFIC POLICE

This contract agreement is made and entered into on 06/06/2022 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 Trade Line Corporation, Office No. 12, Mumtaz Tower Gulberg No. 2, 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 Summer 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 Summer Jacket and is a registered unit under the law of Pakistan having its registered office at Office No. 12, Mumtaz Tower Gulberg No. 2, Peshawar Cantt: (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Summer Jacket 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:

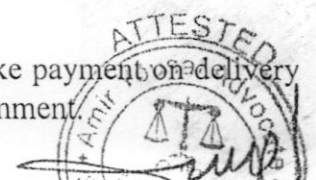
1. **Commencement, Duration and Extension:-**
 - 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
 - 1.2 This agreement shall be for supply of the Summer Jacket duly agreed during proceedings as per description and approved sample / specification.
 - 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:-

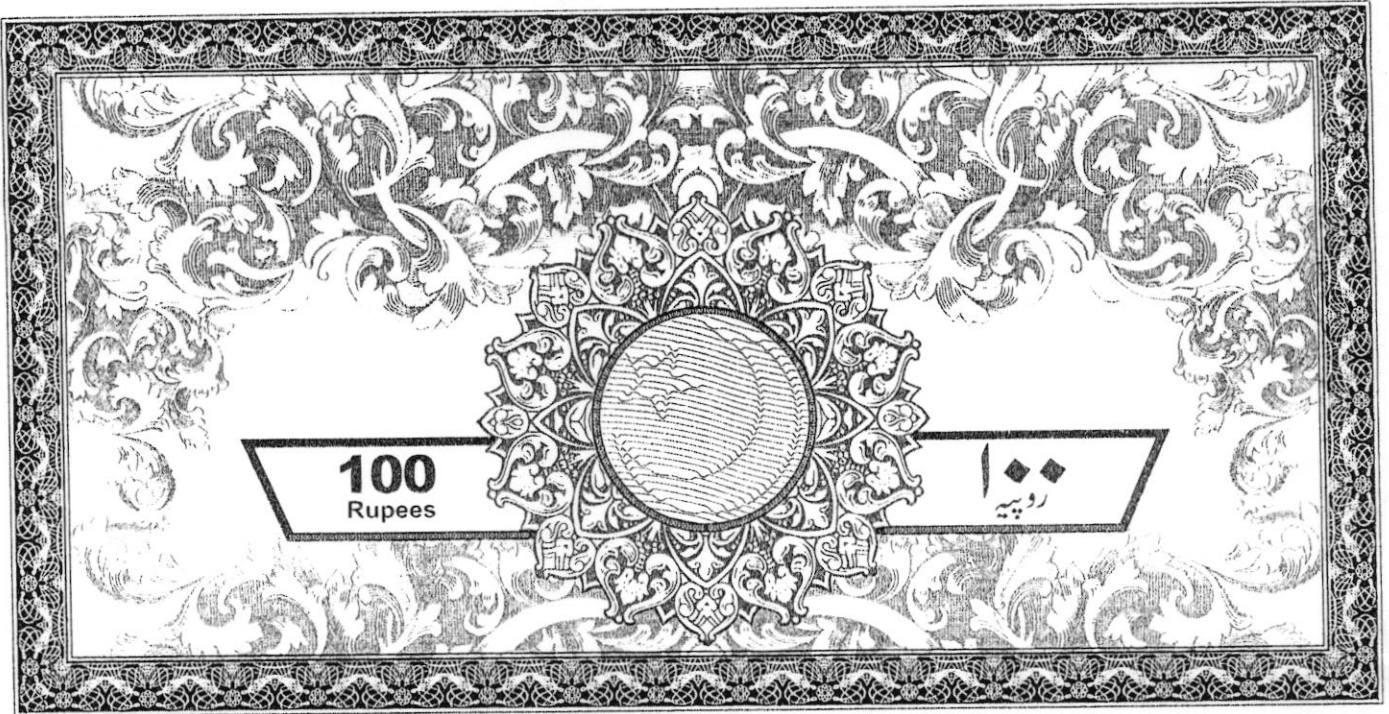
Sr. No.	Description of Articles with Specification	Qty	Unit Price	Total cost	
1.	<u>Summer Jacket</u>	22000	Rs. 486/-	Rs. 10,692,000/- (Ten million six hundred ninety two thousand only)	
	Reflective Clothes/Vest				
	1. Material				Cotton, Polyester, Spandex, Twill or Customized
	2. Reflective Tape				2 White Reflective Tape (2 Inches width)
	3. Size				Asian Size (Medium & Large)
	4. Body Color				Milt/Traffic Color or as per requirement of Traffic Police Reflective Police Writing on Back
5. Front Closer:	Zipper				

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

The following are the responsibilities of the Government.

 - 3.1 Government shall place a demand for supply of Summer Jacket 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.





CONTRACT AGREEMENT NO. P/3826/CA/AP-II/LASER ENGRAVER & CARDS/2021-22, DATED 29/6/2022 FOR SUPPLY OF LASER ENGRAVER PRINTER AND PRE-PRINTED POLY CARBONATE CARD TO KHYBER PAKHTUNKHWA TRAFFIC POLICE

This contract agreement is made and entered into on 29/06/2022 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 Orbit Technologies, Flat No. 06, 1st Floor, New Shaheen Plaza Opposite Utility Store, Chandni Chowk, Rawalpindi (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 Laser Engraver Printer and Pre-Printed Poly Carbonate Card 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 Laser Engraver Printer and Pre-Printed Poly Carbonate Card and is a registered unit under the law of Pakistan having its registered office at Flat No. 06, 1st Floor, New Shaheen Plaza Opposite Utility Store, Chandni Chowk, Rawalpindi (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Laser Engraver Printer and Pre-Printed Poly Carbonate Card 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 Laser Engraver Printer and Pre-Printed Poly Carbonate Card 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.

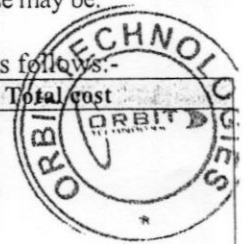
2. Agreement Price and Product Specification:-

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

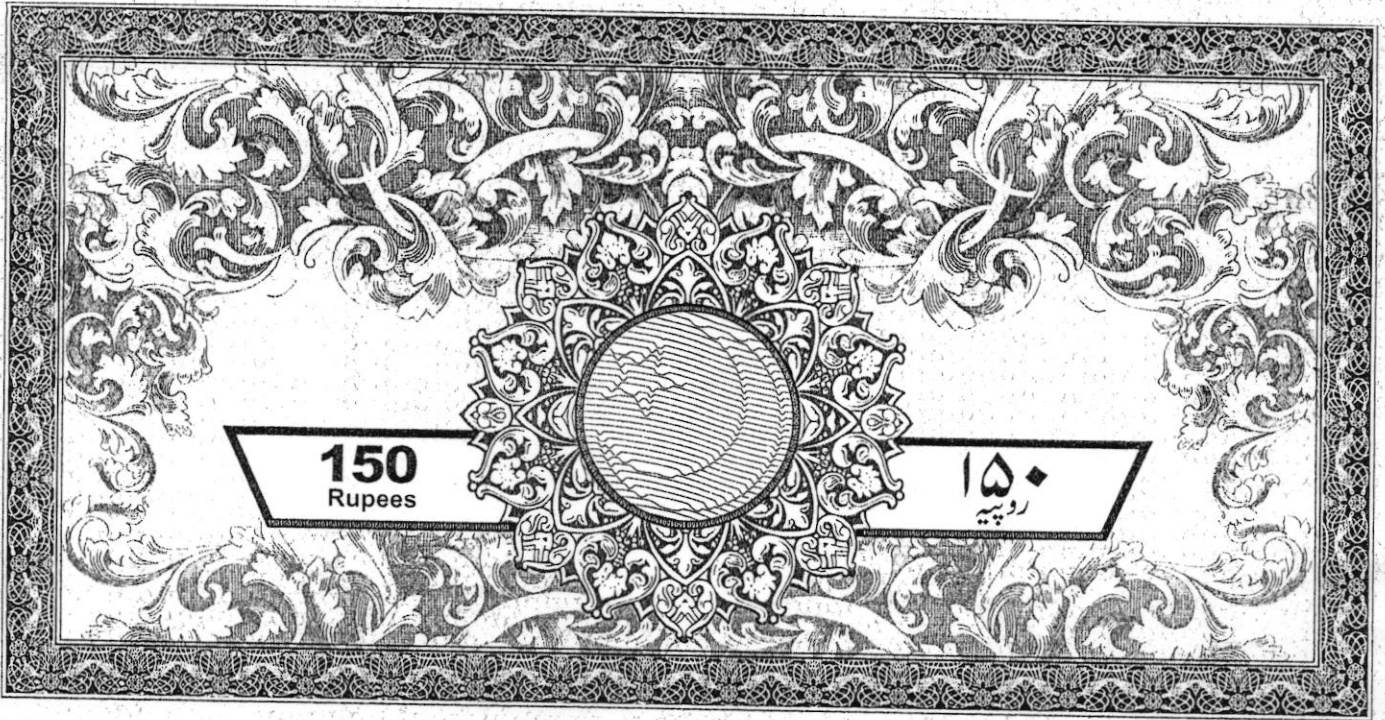
Sr. No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	Laser Engraver Printer <ul style="list-style-type: none"> • Printing Type/Method: Laser Engraving • Print Mode: Single and double sided • Card format: Polycarbonate CR-80 Card • Laser Resolution 600 DPI or higher • Laser Speed: 250 cards per hour or higher • Input hopper capacity: 300 cards or higher • Output hopper capacity: 300 cards or higher • Password Protection, Lockable Housings, Network Data Encryption • Supported Software Drivers: Windows Server 2012/2016 or higher (32 bit & 64 bit)/ Windows 7/8/10 or higher (32 & 64 bit) and Linux • Database Connectivity: Oracle, MySQL, SQL Server 2012/ 2016 and above • Printing Software: Card production software having capability to connect with all versions of SQL Server and able to update database. • Smart Card SDK supported • Communication Interface: Ethernet /USB 2.0 • Power Input: 220-240 V • Cleaning Kit • Warranty: Printer – Laser Life 30,000 hrs or higher, printer parts 3 years 	2	Rs. 14,848,000/-	Rs. 29,696,000/-
2.	Pre-Printed Poly Carbonate Card <ul style="list-style-type: none"> • Card Type: Polycarbonate card • Card structure must be multiple layered with 100% fused polycarbonate, free of adhesives (approved firm must provide lab test report). • Card Size: CR-80 • Card Life: 10-years • Security features • Guilloche Pattern (designing by firm free of cost) • OVI Pak Flag • Rainbow Printing • Invisible UV-printing • Micro Text • Customization as per requirements of KP Traffic Police 	300,000	Rs. 248/-	Rs. 74,400,000/-

Rs. 104,096,000/-

(Total contract value rupees one hundred four million ninety six thousand only)



9



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]

WITNESS
AIG (F&P) CPO PESHAWAR



Supplier
Name : Zeeshan Ahmad
Designation : CEO
CNIC No : 17301-1338940-3

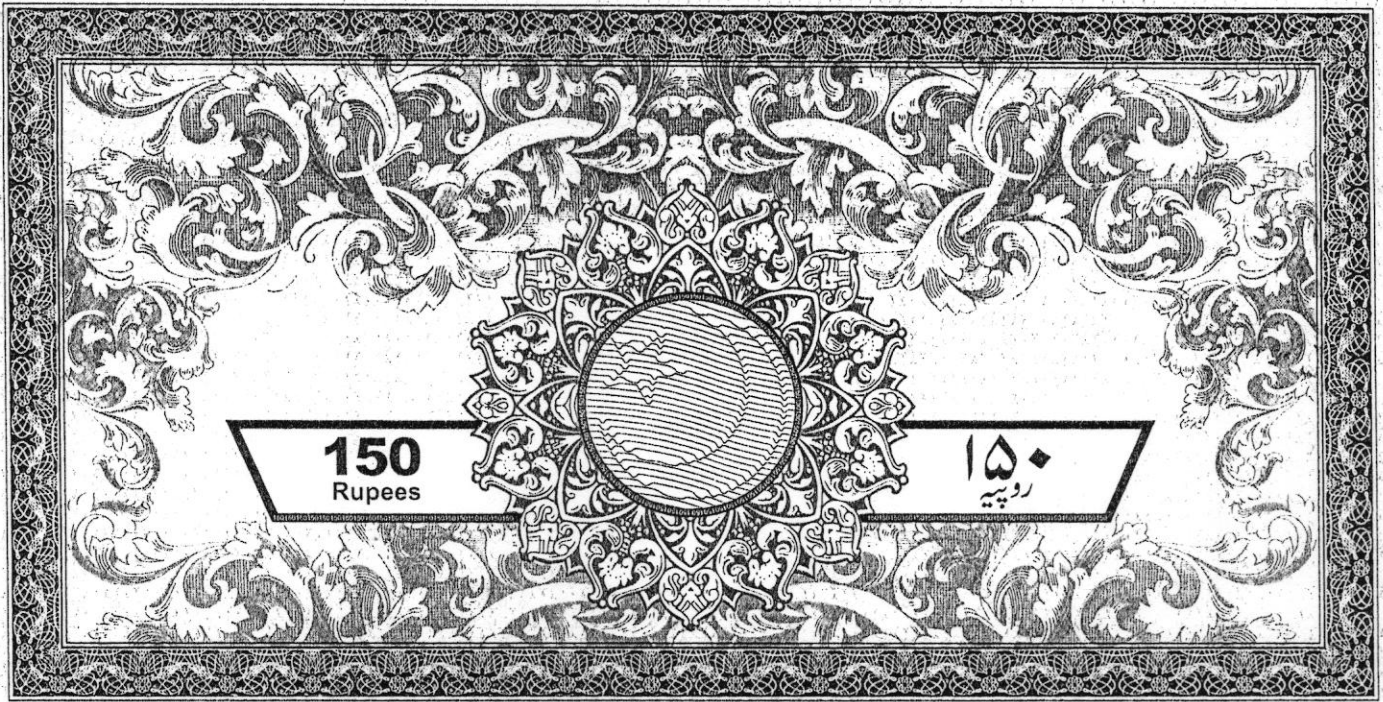


Witness by Supplier
Name : Ammar Abid
F. Name : Muhammad Abid
CNIC No : 17301-4934087-9



[Handwritten signature: Ammar]





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-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.

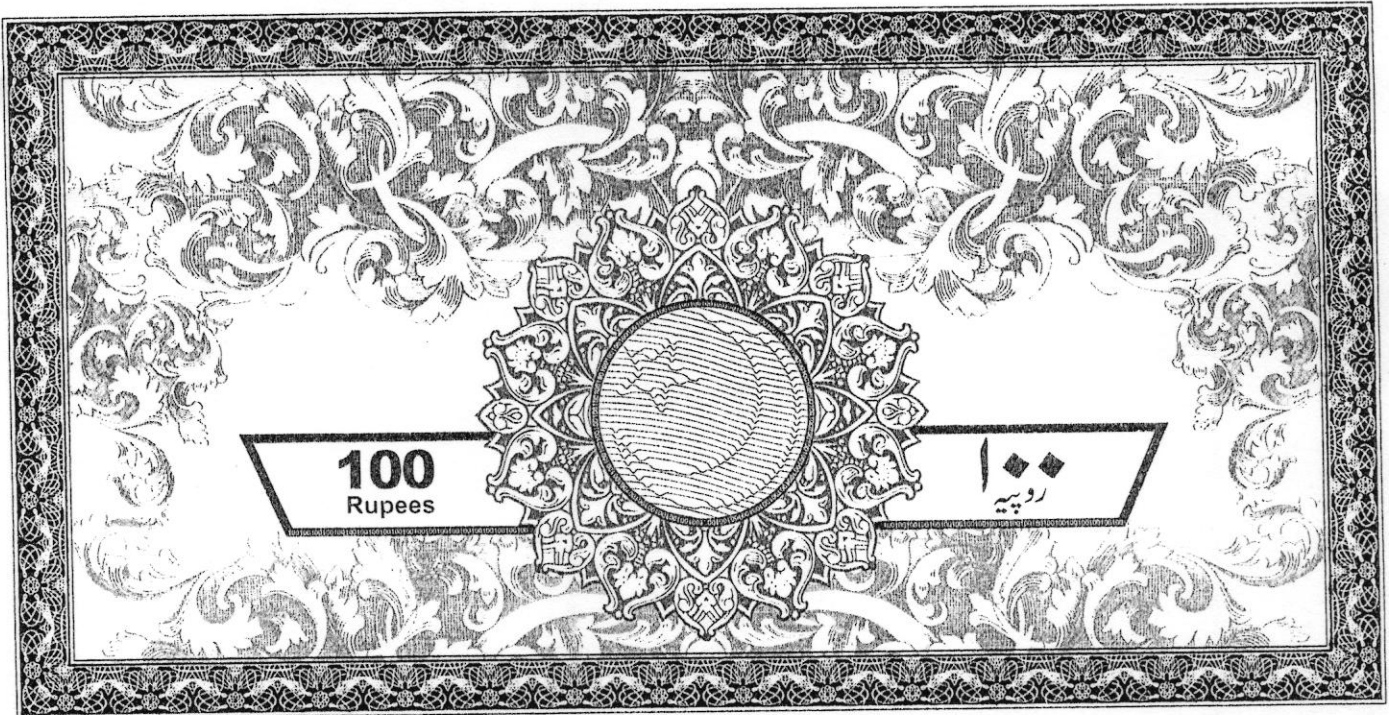
7. Termination of Agreement:-

- 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

ATTESTED
 [Signature]
 [Stamp]



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

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of **Laser Engraver Printer and Pre-Printed Poly Carbonate Card** 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 for Printer Laser life 30,000 hrs or higher, printer parts 3-years and card life 10-years.
- 4.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.8 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.
- 4.9 The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar.

5. **Applicable Law:-**

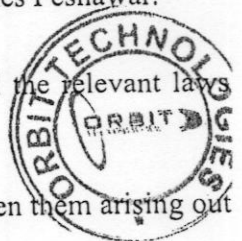
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

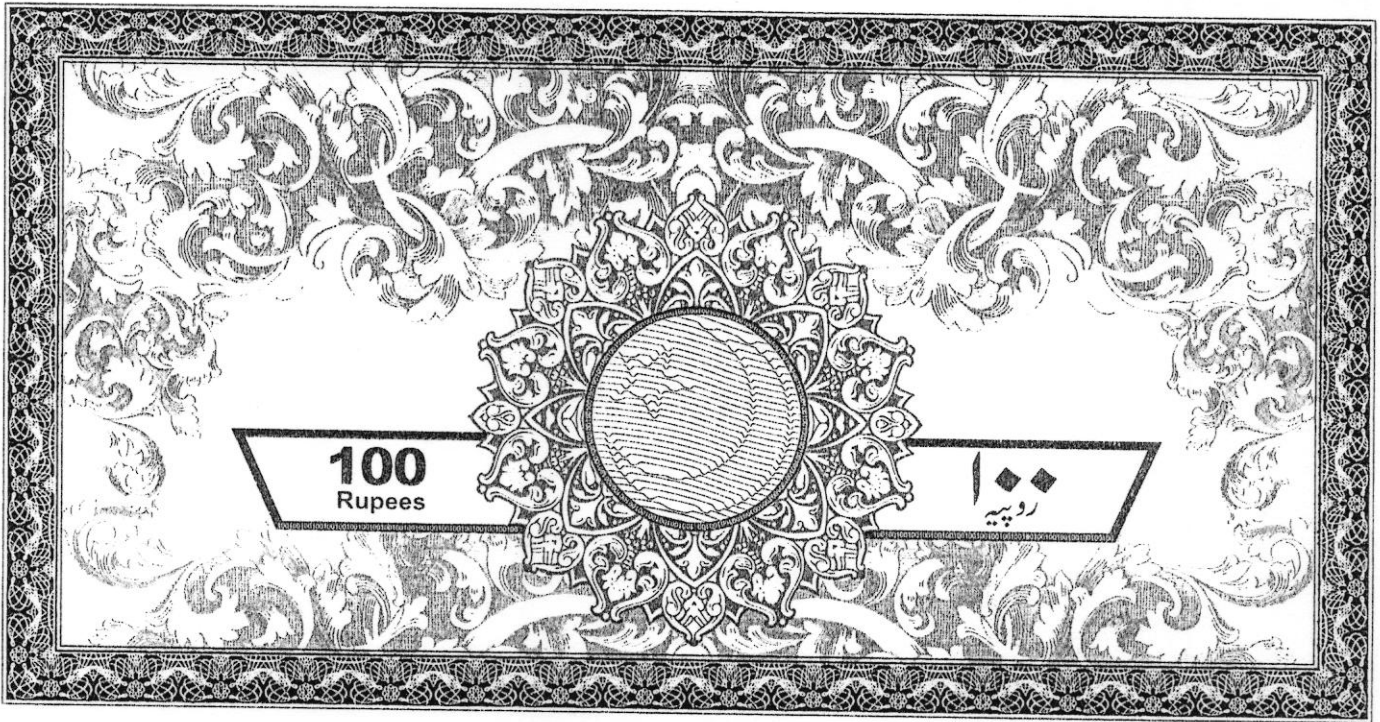
6. **Dispute Resolution:-**

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

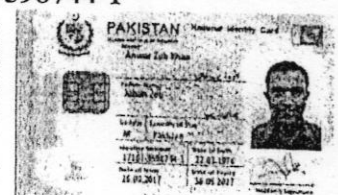
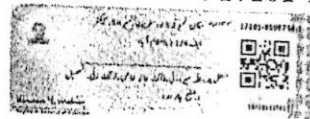
9. **Force Majeure:-**

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.

Signature

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

Supplier
Name : Anwar Zeb Khan
Designation : CEO
CNIC No : 17101-9598744-1

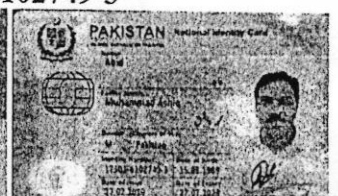
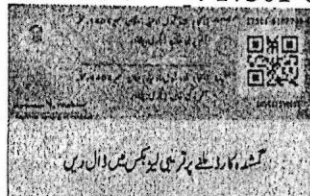


Signature

WITNESS
AIG (F&P) CPO PESHAWAR

Witness by Supplier
Name : Abid
F. Name : Muhammad Ashiq
CNIC No : 17301-6102749-3

Signature



Signature

E-STAMP

E-Stamping 100
A PRODUCT OF BOARD OF REVENUE



E-Stamp ID : PB-LHR-CB0E9F0B69AFF697
Stamp Type : Low Denomination
Amount : Rs 100/-



Description : AFFIDAVIT - 4
Applicant : Red Apple Communication [00000-0000000-0]
Representative From : Faisal Kamal
Address : Lahore
Issue Date : 9-Jun-2022 12:37:48 PM
Delisted On/Validity : 16-Jun-2022
Amount in Words : One Hundred Rupees Only
Reason : Affidavit In favor of: The AIG/Finance & Procurement, office of the IGP KPK Central Police Peshawar
Vendor Information : Ahmad Ali | PB-LHR-1709 | Garden Town

ATTENDED
NOTARY PUBLIC
District Court Lahore
NO (JUD) 2-92
SHER SAMAND KHAN

SHAN ASSOCIATES

60-B Shan Arcade Barkat Market New Garden Town Lahore

نوٹ: یہ ٹرانزیکشن تاریخ اجرا سے سات دنوں تک کے لیے قابل استعمال ہے۔

CONTRACT AGREEMENT NO. P/3834/CA/AP-II/RFID CARD/2021-22, DATED 29/6/2022 FOR SUPPLY OF RFID CARDS TO KHYBER PAKHTUNKHWA TRAFFIC POLICE

This contract agreement is made and entered into on 29/06/2022 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 Red Apple Communication, 3-Iqbal Colony Qurban Lines Cantt: 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 RFID Card 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 RFID Card and is a registered unit under the law of Pakistan having its registered office at 3-Iqbal Colony Qurban Lines Cantt: Lahore (Pakistan).

AND WHEREAS the First party invited tenders for supply of the RFID Card 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 RFID Card 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 including taxes	Total contract value
1.	RFID Cards <ul style="list-style-type: none">• Data Holding Capacity 1k• Card Size Standard (CR-80)• Mifare RFID Read/Writable Card• Card Life: 5 years• Minimum image transfer temperature bears: 140 C• Minimum lamination temperature bears: 130 C	200,000	Rs. 20.30/-	Rs. 4,060,000/- (Four million sixty thousand only)

E-STAMP

E-Stamping 100



E-Stamp ID : PB-LHR-E5C3B156C2643932
Stamp Type : Low Denomination
Amount : Rs 100/-



Description : AFFIDAVIT - 4
Applicant : Red Apple Communication [00000-0000000-0]
Representative From : Faisal Kamal
Address : Lahore
Issue Date : 9-Jun-2022 12:37:48 PM
Delisted On/Validity : 16-Jun-2022
Amount in Words : One Hundred Rupees Only
Reason : Affidavit In favor of: The AIG/Finance & Procurement, office of the IGP KPK Central Police Peshawar
Vendor Information : Ahmad Ali | PB-LHR-1709 | Garden Town

ATTESTED
NOTARY PUBLIC
District Court Lahore
NO JUN 12-02
SHEER SAMAND KHAN

SHAN ASSOCIATES

AG-B Shan Arcade Barkat Market New Garden Town Lahore

نوٹس: یہ نوٹس تاریخ اجرا سے اس وقت تک کہ قابل استعمال ہے۔

3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of **RFID Card** 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-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.

E-STAMP

e-Stamping 100
A COMMITTEE OF BOARD OF REVENUE



E-Stamp ID : PB-LHR-CDD5D96FE6C52E1B
Stamp Type : Low Denomination
Amount : Rs 100/-



Description : AFFIDAVIT - 4
Applicant : Red Apple Communication [00000-0000000-0]
Representative From : Faisal Kamal
Address : Lahore
Issue Date : 9-Jun-2022 12:37:48 PM
Delisted On/Validity : 16-Jun-2022
Amount in Words : One Hundred Rupees Only
Reason : Affidavit In favor of: The AIG/Finance & Procurement, office of the IGP KPK Central Police Pesh
Vendor Information : Ahmad Ali | PB-LHR-1709 | Garden Town

ATTESTED
NOTARY PUBLIC
District Court Lahore
NOV 12 2022
SHEK SAMAND KHAN

SHAN ASSOCIATES

AG-B Shan Arcade Barkat Market New Garden Town Lahore

نوٹ: یہ ٹرانزیکشن تاریخ اجرا سے سات دنوں تک کے لیے قابل استعمال ہے۔

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. 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, 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 the 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.

Saeen

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

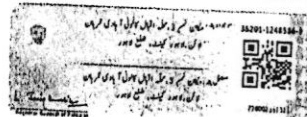
[Signature]

WITNESS
AIG (F&P) CPO PESHAWAR

Supplier

Name : Faisal Kamal
Designation : CEO
CNIC No : 35201-1248586-9

Faisal Kamal
23-6-2022
Red Apple COMMUNICATION

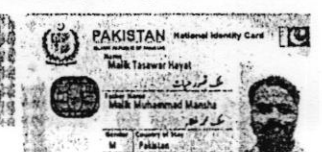
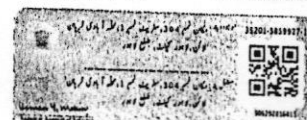


گنڈہ مارڈ ہونے پر ترقی پذیر کس میں ڈال دیں

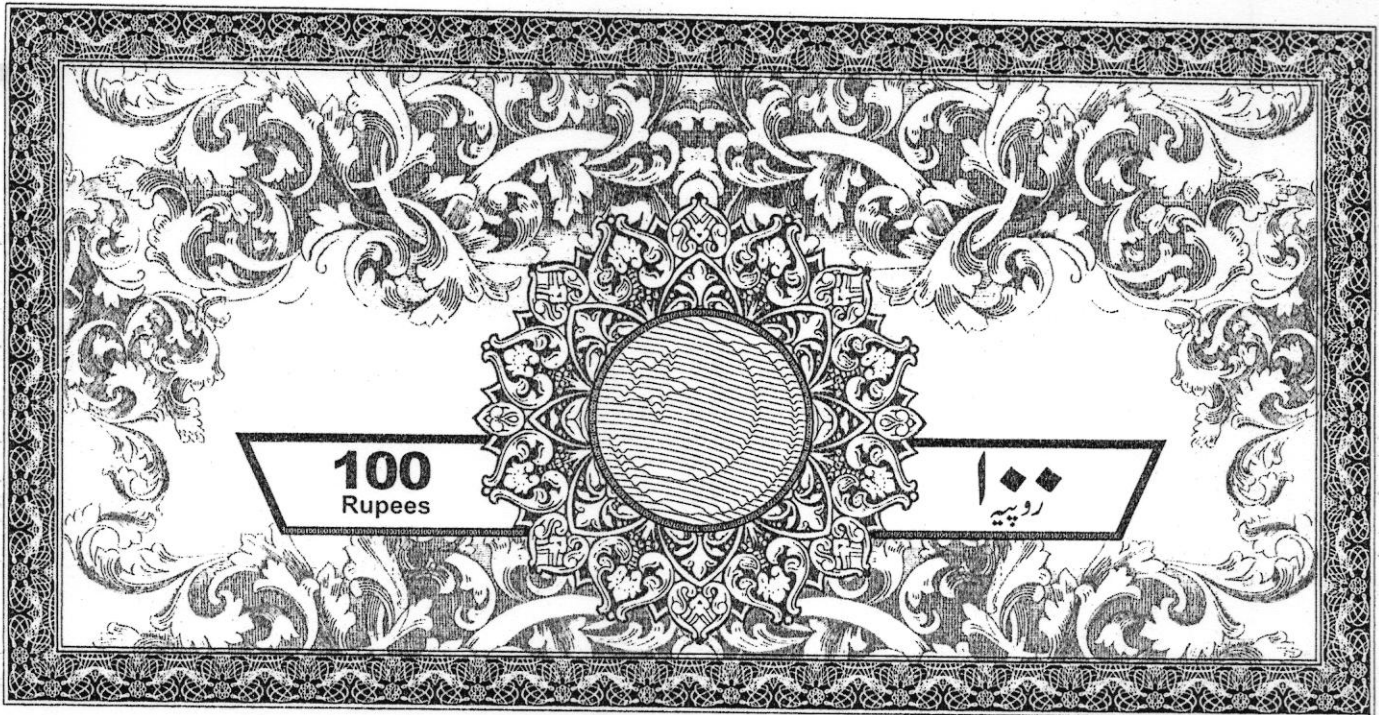
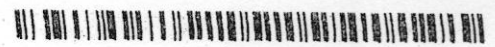
Witness by Supplier

Name : Malik Tasawar Hayat
F. Name : Malik Muhammad Mansha
CNIC No : 35201-5859927-1

Malik Tasawar Hayat
23-06-22



گنڈہ مارڈ ہونے پر ترقی پذیر کس میں ڈال دیں



NASREEN STAMP VENDOR

S.V. Lic. No. 173 Office No. 1 Block-A, Gulshan-e-Iqbal

CONTRACT AGREEMENT NO. P/3258 CA/AP-II/BULLET PROOFING OF VEHICLE/2021-22, DATED 13/6/2022

FOR WORK OF BULLET PROOFING B-6 LEVEL ON D/CAB PICKUPS FOR KHYBER PAKHTUNKHWA POLICE

This contract agreement is made and entered into on 13/06/2022 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 Armored Vehicles Pakistan (Pvt) Ltd, 14-A, K.C.H.S Block 7/8 main Shahrah-e-

Faisal, Opp. Awami Markaz, Auto Mall Building Karachi (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 **Bullet Proofing B-6 Level on D/Cab Pickups** 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 **Bullet Proofing B-6**

Level on D/Cab Pickups and is a registered unit under the law of Pakistan having its registered office at **14-A, K.C.H.S**

Block 7/8 main Shahrah-e-Faisal, Opp. Awami Markaz, Auto Mall Building Karachi (Pakistan).

AND WHEREAS the First party invited tenders for supply of the **Bullet Proofing B-6 Level on D/Cab**

Pickups 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 **Bullet Proofing B-6 Level on D/Cab Pickups** duly agreed during

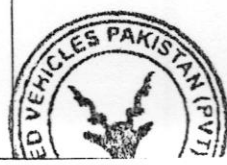
proceedings as per description and approved sample / specification.

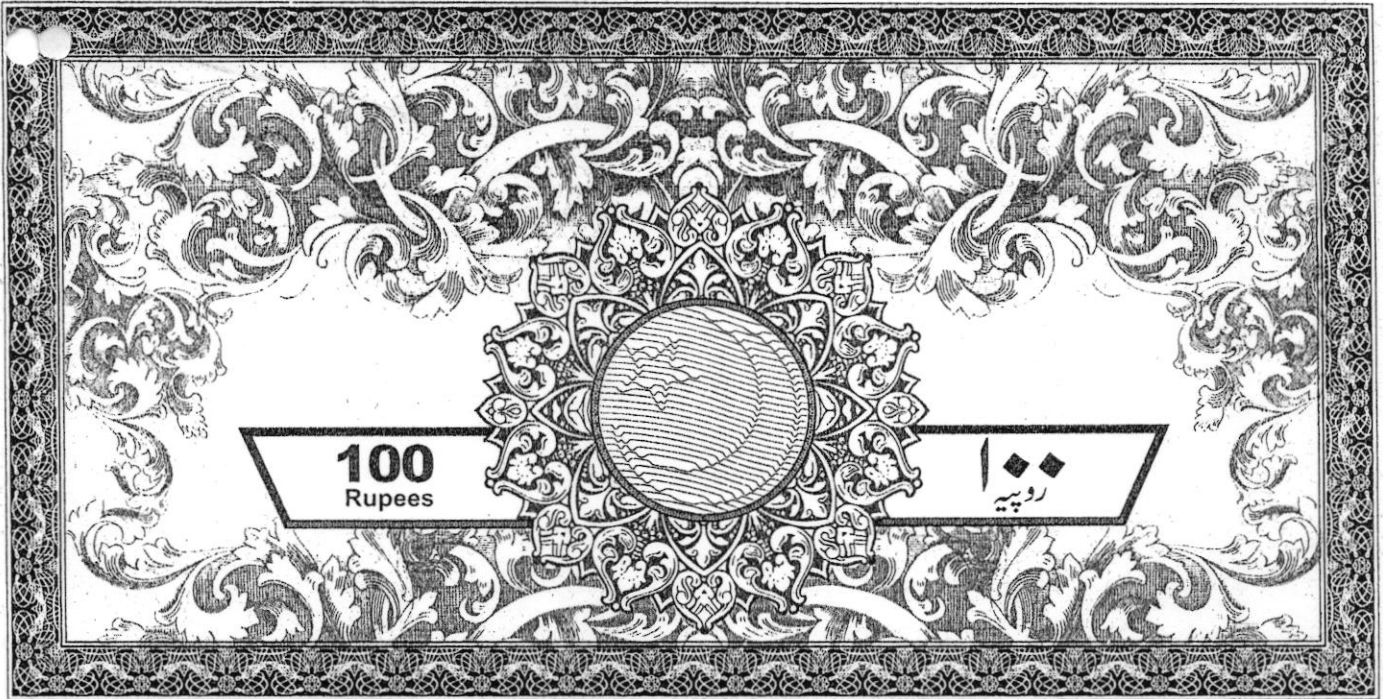
1.3 This agreement shall be valid for financial year 2021-22 or final execution of the agreement as the case may be.

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 contract value																																												
1.	Bullet Proofing B-6 Level on D/Cab Pickups Vehicles Specification Table: <table border="1"> <tr><td>Description of vehicle</td><td>Remarks</td></tr> <tr><td>Engine type/ No of cylinders</td><td>Diesel 4-cylinders in line (275cc)</td></tr> <tr><td>Transmission</td><td>Manual / Automatic</td></tr> <tr><td>Brakes type (front and rear)</td><td>Ventilated Disc with ABS</td></tr> <tr><td>Suspension type (front and rear)</td><td>Independent suspension with telescopic shocks</td></tr> <tr><td>Fuel tank capacity</td><td>As per company design</td></tr> <tr><td>Air condition</td><td>Compulsory</td></tr> <tr><td>Seat belts</td><td>Driver + rear personalia (recommended)</td></tr> <tr><td>Armouring specification</td><td></td></tr> <tr><td>Protection level</td><td>B-6 level</td></tr> <tr><td>Suspension</td><td>Front & Rear suspension should be upgraded according to B-6 level armouring & Vehicle weight</td></tr> <tr><td>Brakes</td><td>Upgraded heavy duty slotted disc brakes with heavy duty callipers with anti heat up brake oil in support armouring weight.</td></tr> <tr><td>Batteries</td><td>Dry batteries according to electrical requirements.</td></tr> <tr><td>Cabin</td><td>Bullet proof compartment of B-6 level or higher consisting of high quality armoured material sheets (06 to 08 mm) including, doors, roof pillars, fire wall. Design to fit the overlapping panels mounted in Pillars, when the door closed the cushion of overlapping panels absorb the shock of glass, curved bullet proof glass shall be installed containing poly carbonate layers in stop high velocity rounds from distance of 10m. Special glass retention system to keep the bullet resistant glass strongly fixed to the vehicle chassis avoiding its detachment during bomb blast attacks. Clarity for night vision to avoid the duplication of centre point.</td></tr> <tr><td>Firewall</td><td>Bullet proof partition under dashboard with minimum joints between Cabin and Engine compartment.</td></tr> <tr><td>Fuel tank</td><td>Protect by bullet proof sheet and explosion proof cover.</td></tr> <tr><td>Under body protection</td><td>Blast protection from 02-No. (DM-51) grenades and 02 No. (DM-31) land mines.</td></tr> <tr><td>Door hinges</td><td>Re-enforced to support weight of heavy doors with stoppers.</td></tr> <tr><td>Tyres</td><td>Heavy duty tires to support weight of armoured vehicle with run flat including spare wheel, capable of minimum 80km/h speed and Approx-40 km run flat distance covering capability.</td></tr> <tr><td>Opening parts</td><td>An overlapped bullet proof panel installed in boundary part between door and body to resist penetration.</td></tr> <tr><td>Automatic fire extinguishing system</td><td>A fire caused by blast or gunshot which breakout the engine compartment will be automatically extinguished.</td></tr> <tr><td>Engine electrical unit protection</td><td>Vehicle management system including ECU, Fuse box, Batteries and other essential system may protected with</td></tr> </table>	Description of vehicle	Remarks	Engine type/ No of cylinders	Diesel 4-cylinders in line (275cc)	Transmission	Manual / Automatic	Brakes type (front and rear)	Ventilated Disc with ABS	Suspension type (front and rear)	Independent suspension with telescopic shocks	Fuel tank capacity	As per company design	Air condition	Compulsory	Seat belts	Driver + rear personalia (recommended)	Armouring specification		Protection level	B-6 level	Suspension	Front & Rear suspension should be upgraded according to B-6 level armouring & Vehicle weight	Brakes	Upgraded heavy duty slotted disc brakes with heavy duty callipers with anti heat up brake oil in support armouring weight.	Batteries	Dry batteries according to electrical requirements.	Cabin	Bullet proof compartment of B-6 level or higher consisting of high quality armoured material sheets (06 to 08 mm) including, doors, roof pillars, fire wall. Design to fit the overlapping panels mounted in Pillars, when the door closed the cushion of overlapping panels absorb the shock of glass, curved bullet proof glass shall be installed containing poly carbonate layers in stop high velocity rounds from distance of 10m. Special glass retention system to keep the bullet resistant glass strongly fixed to the vehicle chassis avoiding its detachment during bomb blast attacks. Clarity for night vision to avoid the duplication of centre point.	Firewall	Bullet proof partition under dashboard with minimum joints between Cabin and Engine compartment.	Fuel tank	Protect by bullet proof sheet and explosion proof cover.	Under body protection	Blast protection from 02-No. (DM-51) grenades and 02 No. (DM-31) land mines.	Door hinges	Re-enforced to support weight of heavy doors with stoppers.	Tyres	Heavy duty tires to support weight of armoured vehicle with run flat including spare wheel, capable of minimum 80km/h speed and Approx-40 km run flat distance covering capability.	Opening parts	An overlapped bullet proof panel installed in boundary part between door and body to resist penetration.	Automatic fire extinguishing system	A fire caused by blast or gunshot which breakout the engine compartment will be automatically extinguished.	Engine electrical unit protection	Vehicle management system including ECU, Fuse box, Batteries and other essential system may protected with	7.	Rs. 7,150,000/- Per unit	Rs. 50,050,000/- (Fifty million and fifty thousand only)
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NASREEN STAMP VENDOR

06 JUN 2022

RUPEES ONE HUNDRED ONLY

07/3/11. No 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:-

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

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

Abdul Sattar
Supplier

Name : Abdul Sattar
Designation : Plant Manager
CNIC No : 42501-1512148-7

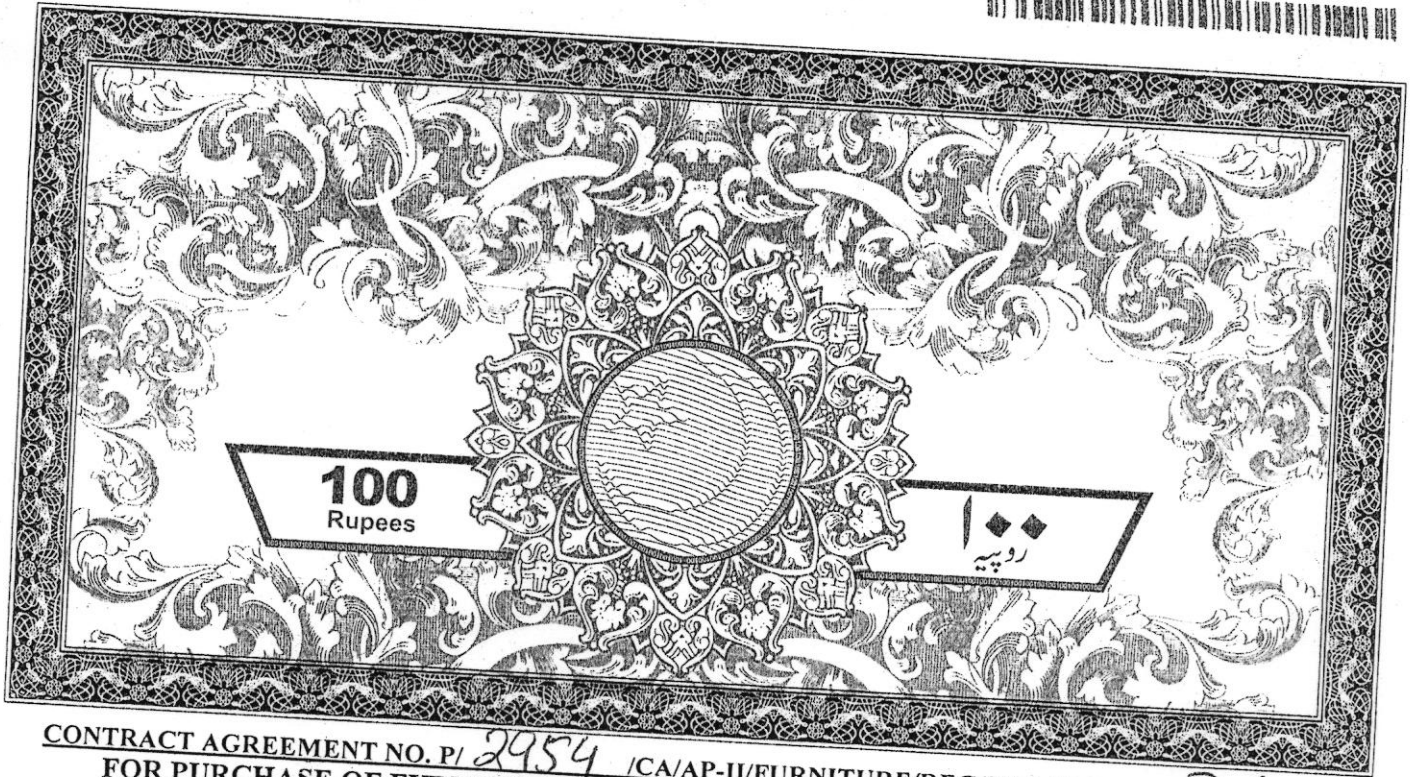


Saleem

WITNESS
AIG (F&P) CPO PESHAWAR

Witness by Supplier *محدث زمان*
Name : Muddasir uz Zaman Malik
F. Name : Muhammad Qamar uz Zaman
CNIC No : 42201-3876384-5





**CONTRACT AGREEMENT NO. PI/2954 /CA/AP-II/FURNITURE/REG/2021-22, DATED 21/6 /2022
FOR PURCHASE OF FURNITURE TO KHYBER PAKHTUNKHWA POLICE (REGULAR)**

This contract agreement is made and entered into on 02/06/2022 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 Pak German Wood Working Centre, Small Industries Estate, Kohat Road, Peshawar (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 Furniture 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 furniture and is a registered unit under the law of Pakistan having its registered office at Small Industries Estate, Kohat Road, Peshawar.

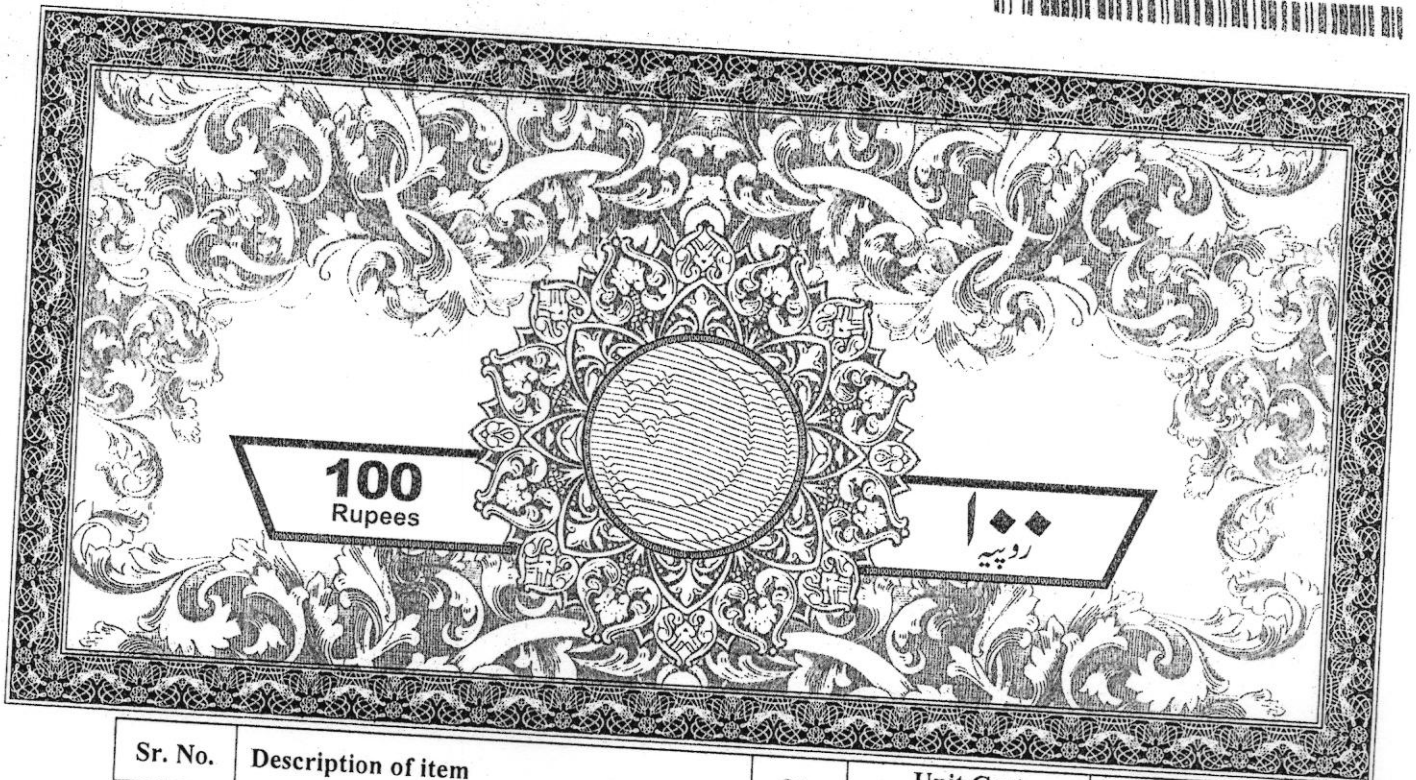
AND WHEREAS the First party intended for supply of the furniture through direct sourcing and the Second party has accepted the offer of the Government in lieu of the consideration mutual agreed and on such terms and condition as may be reflected in this agreement.

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 furniture 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	Qty	Unit Cost including taxes	TOTAL Pak German
1	Office Chair M No. 1.71	2000	4,434.44	8,868,880
2	Sofa Set Full Covered	60	63,720.00	3,823,200
3	Sofa Set M No. 2.50/52	50	57,338.56	2,866,928
4	Centre Table with Side Table M No. 253/54	110	13,456.72	1,480,239
5	Office Table M 1.11 (HMF)	100	26,013.10	2,601,310
6	Computer Table	150	12,897.40	1,934,610
7	File Rack M No. 1.60 A	100	8,691.88	869,188
8	Computer Revolving Chair M No. 1.83	150	8,257.64	1,238,646
9	Revolving Chair M No. 1.82	100	13,151.10	1,315,110
10	Officer's Table ZT			



Sr. No.	Description of item	Qty	Unit Cost including taxes	TOTAL Pak German
11	File Almirah (Cupboard)			
12	Filing Cabinet	50	21,588.10	1,079,405
13	File Showcase	100	17,586.72	1,758,672
14	Bench	100	13,877.98	1,387,798
15	Tablet Chair	100	4,664.54	466,454
		1500	5,046.86	7,570,290
GRAND TOTAL			GRAND TOTAL	42,771,212

(Total contract value rupees Fourty two million seven hundred seventy one thousand two hundred twelve only)

3. **Responsibility of the Government:**

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of Furniture and shall make 100% advance payment to the Seller/Supplier.
- 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 furniture.
- 4.2 Completion of the delivery within **6-Months** from the date of advance payment.
- 4.3 Start of supply within **1-Month** from the date of advance payment.
- 4.4 The Supplier will display the furniture to the inspection Committee of the Government at Semi finished shape (at factory) / finished shape (at Police Centralized Store Peshawar).
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective furniture during warranty period of **One (01) 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.

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.

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

[Handwritten signature]

Project Manager,
MS Pak-German Woodworking Centre,
Peshawar

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WITNESS
AIG (F&P) CPO PESHAWAR

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WITNESS BY SUPPLIER



**CONTRACT AGREEMENT NO. P/ 2954 /CA/AP-II/FURNITURE/REG/2021-22, DATED 21/6 /2022
FOR PURCHASE OF FURNITURE TO KHYBER PAKHTUNKHWA POLICE (REGULAR)**

This contract agreement is made and entered into on 02/06/2022 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 Pak German Wood Working Centre, Small Industries Estate, Kohat Road, Peshawar (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 Furniture as per description, approved specification through legal, transparent and fair means in the interest of the Police Department.

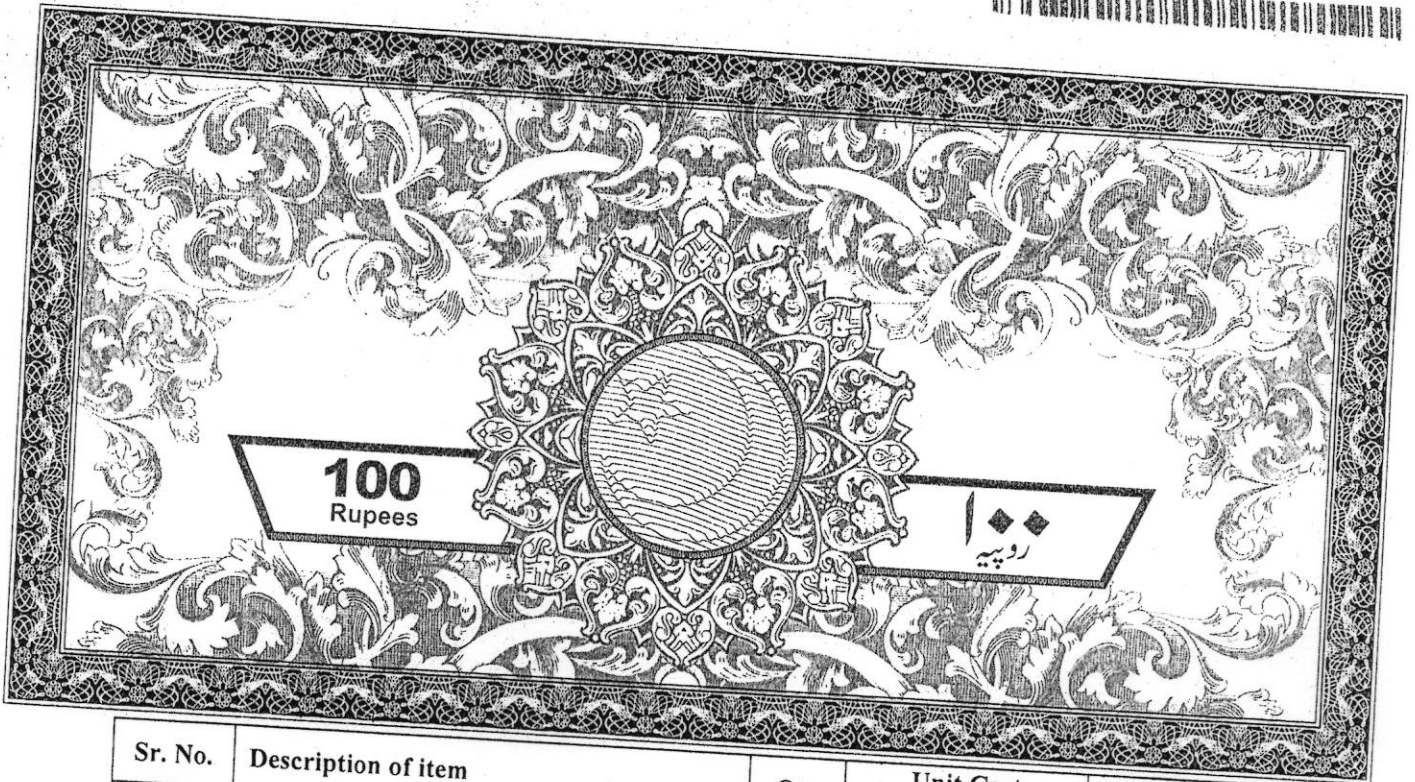
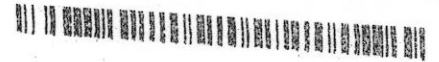
AND WHEREAS the Second party has the specialty in manufacturing and supply of the furniture and is a registered unit under the law of Pakistan having its registered office at Small Industries Estate, Kohat Road, Peshawar.

AND WHEREAS the First party intended for supply of the furniture through direct sourcing and the Second party has accepted the offer of the Government in lieu of the consideration mutual 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 furniture 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	Qty	Unit Cost including taxes	TOTAL Pak German
1	Office Chair M No. 1.71	2000	4,434.44	8,868,880
2	Sofa Set Full Covered	60	63,720.00	3,823,200
3	Sofa Set M No. 2.50/52	50	57,338.56	2,866,928
4	Centre Table with Side Table M No. 253/54	110	13,456.72	1,480,239
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7	File Rack M No. 1.60 A	100	8,691.88	869,188
8	Computer Revolving Chair M No. 1.83	150	8,257.64	1,238,646
9	Revolving Chair M No. 1.82	100	13,151.10	1,315,110
10	Officer's Table ZT			



Sr. No.	Description of item	Qty	Unit Cost including taxes	TOTAL Pak German
11	File Almira (Cupboard)	50	21,588.10	1,079,405
12	Filing Cabinet	100	17,586.72	1,758,672
13	File Showcase	100	13,877.98	1,387,798
14	Bench	100	4,664.54	466,454
15	Tablet Chair	1500	5,046.86	7,570,290
GRAND TOTAL			GRAND TOTAL	42,771,212

(Total contract value rupees Fourty two million seven hundred seventy one thousand two hundred twelve only)

3. **Responsibility of the Government:**

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of Furniture and shall make 100% advance payment to the Seller/Supplier.
- 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 furniture.
- 4.2 Completion of the delivery within **6-Months** from the date of advance payment.
- 4.3 Start of supply within **1-Month** from the date of advance payment.
- 4.4 The Supplier will display the furniture to the inspection Committee of the Government at Semi finished shape (at factory) / finished shape (at Police Centralized Store Peshawar).
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective furniture during warranty period of **One (01) 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.**

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.

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

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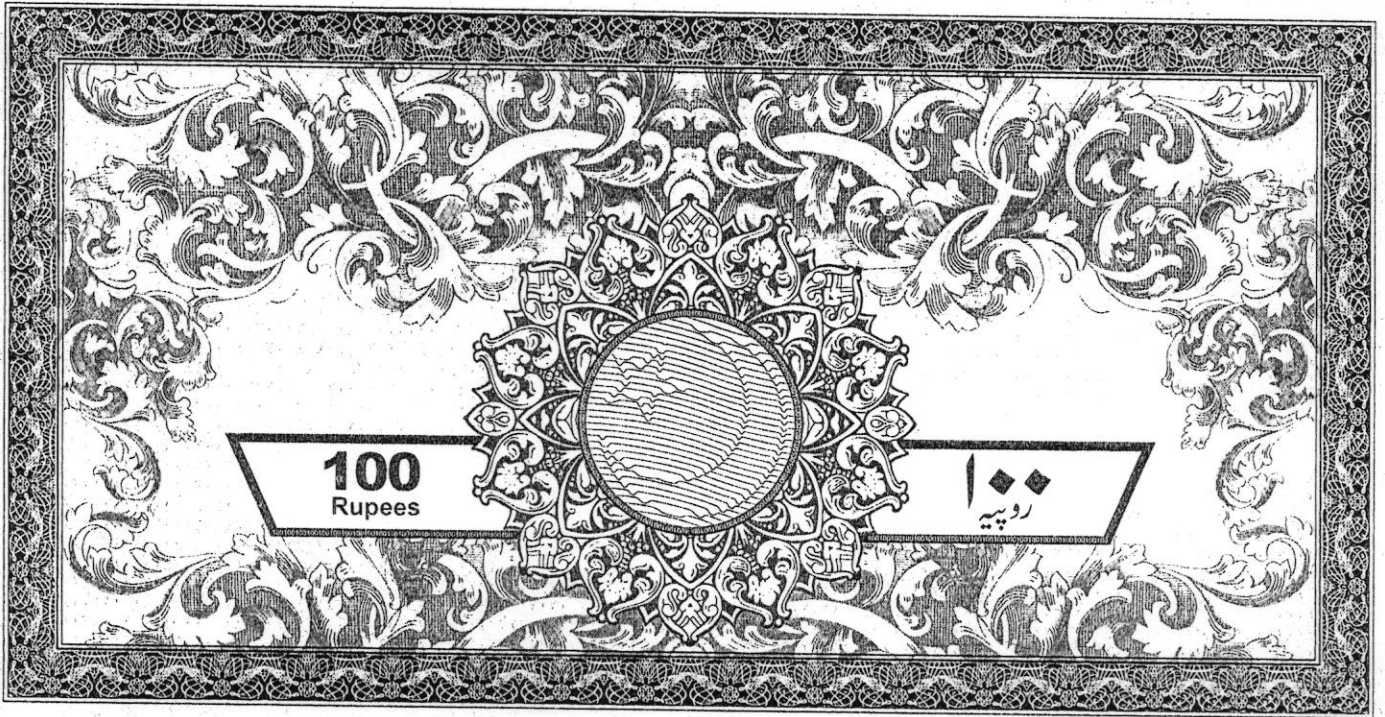
Project Manager,
MS Pak-German Woodworking Centre,
Peshawar

[Handwritten signature]

WITNESS
AIG (F&P) CPO PESHAWAR

[Handwritten signature]

WITNESS BY SUPPLIER



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

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of **First Aid Box** 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 15-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-Years**.
- 4.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.8 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.
- 4.9 The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar.

5. **Applicable Law:-**

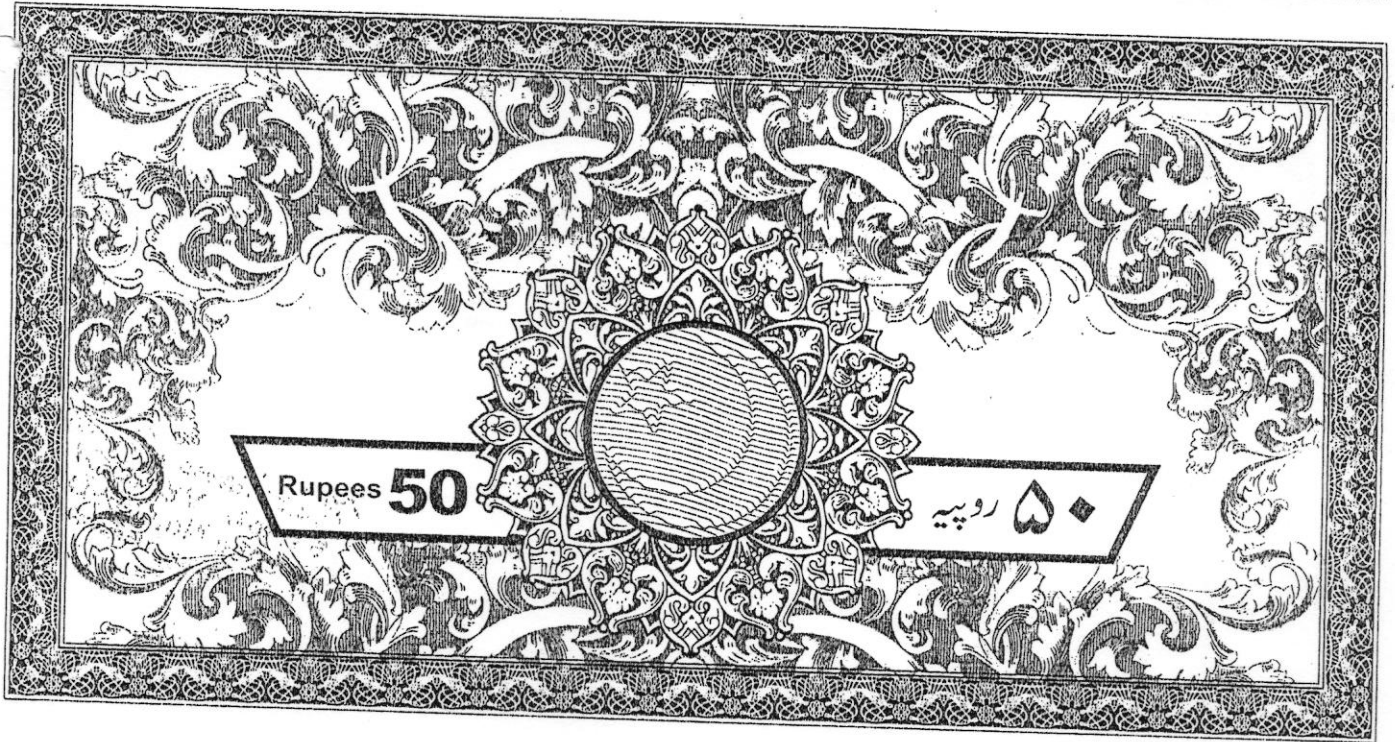
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

6. **Dispute Resolution:-**

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



3. **Responsibility of the Government:-**
The following are the responsibilities of the Government.
- 3.1 Government shall place a demand for supply of **Stabilizers (1-KVA)** 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 15-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 / 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.
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