



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

Ph: 091-9223574, Fax 091-9223442

No. _____ /AP-II, dated Peshawar the 24 / 11 / 2023

To : The Assistant Director (M&E),
Khyber Pakhtunkhwa Public Procurement Regulatory Authority,
University, Town Peshawar.

Subject: CONTRACT AGREEMENT.

Memo:

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

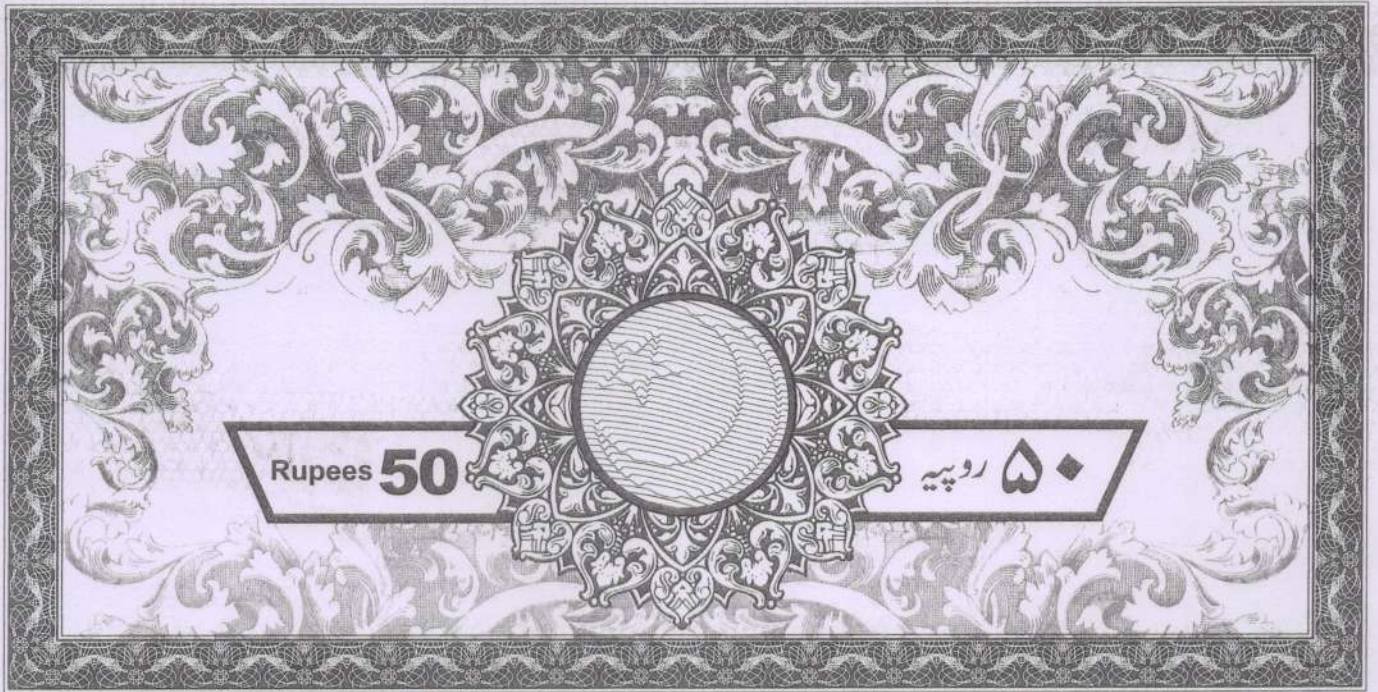
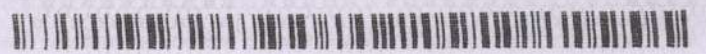
TRAFFIC POLICE KHYBER PAKHTUNKHWA/CTD/ABABEEL SQUAD			
S#	Tender #	Item	Name of approved firm
1.	20653	Computer System	MS Office World, Peshawar
2.		UPS for Computer	MS Teamone Solution & Product, Peshawar
3.		Printer for Computer	
4.		Computer with Touch Screen	MS Runway Engineering & Construction Islamabad
5.	22356	Signature Pad	MS Teamone Solution & Product, Peshawar

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

No. 4951 /AP-II,

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

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



**CONTRACT AGREEMENT NO. P/4844/CA/AP-II/COMPUTERS/2023-24, DATED 21/11/2023
FOR SUPPLY OF COMPUTERS WITH TOUCH SCREEN TO KHYBER PAKHTUNKHWA TRAFFIC POLICE**

This contract agreement is made and entered into on 21/11/2023 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 Runway Engineering & Construction (Pvt) Ltd, House No. 516, Street No. 106, Sector D-12/1, Islamabad (Pakistan) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase Computer with Touch Screen 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 Computer with Touch Screen and is a registered unit under the law of Pakistan having its registered office at House No. 516, Street No. 106, Sector D-12/1, Islamabad (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Computer with Touch Screen 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:-

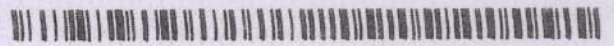
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the Computer with Touch Screen duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2023-24 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 2023-24 and product particulars shall be as follows:-

S No.	Description of Articles with Specification	Qty	Unit Price Including taxes	Total cost
1.	<u>Computer with Touch Screen</u> <ul style="list-style-type: none"> • 11th Generation Intel Core-i7 2.5 GHz (base) or higher • RAM 8 GB DDR-4 (or higher) • 1 TB HDD • Optical Drive; DVD-RW • Integrated Intel® HD Graphics • Integrated Gigabit NIC • Wireless connectivity • Integrated High Definition Audio • USB Keyboard & USB optical Scroll Mouse • HDMI Port • 21 Inch or higher Touch Screen LED display • Licensed Microsoft Windows 10 Professional (64 bits) or higher • Licensed Anti-Virus with media CD • One-year warranty 	40	Rs. 309,000	Rs. 12,360,000/- (Twelve million three hundred sixty thousand only)





3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of **Computer with Touch Screen** 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 / Bank Guarantee.
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of **1-Years**.
- 4.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.8 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.
- 4.9 The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar.

5. Applicable Law:-

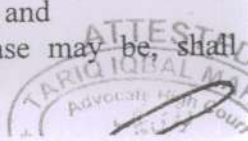
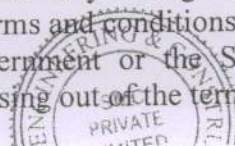
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

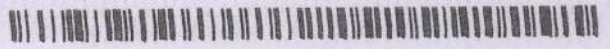
6. Dispute Resolution:-

- 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:-

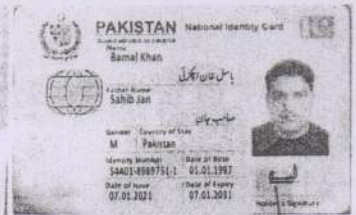
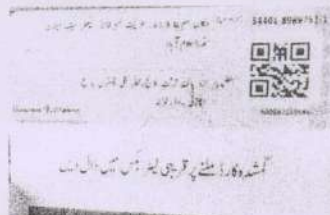
9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties.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

Bamal Khan

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

Supplier

Name : Bamal Khan
Designation : CEO
CNIC No : 54401-8989751-1

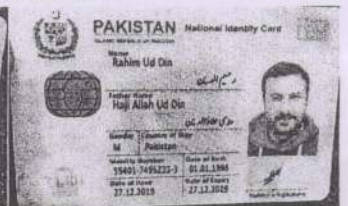


[Handwritten signature]

WITNESS
AIG (F&P) CPO PESHAWAR

Witness by Supplier

Name : Rahim ud Din
F. Name : Haji Allah ud Din
CNIC No : 55401-7495222-3



ATTEST
TARIQ IQBAL
Advocate



**CONTRACT AGREEMENT NO. P/4738/CA/AP-II/TRAFFIC ITEMS/2023-24, DATED 15/11/2023
FOR SUPPLY OF UPS (1-KVA), PRINTER AND SIGNATURE PAD TO KHYBER PAKHTUNKHWA TRAFFIC POLICE**

This contract agreement is made and entered into on 15/11/2023 BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through Inspector General of Police (hereinafter referred as the "purchaser") which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the First part and MS Team One Solution & Products, TF-97, Deans Trade Centre Peshawar Cantt: (Pakistan) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase UPS (1-KVA), Printer and Signature Pad 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 UPS (1-KVA), Printer and Signature Pad and is a registered unit under the law of Pakistan having its registered office at TF-97, Deans Trade Centre Peshawar Cantt: (Pakistan).

AND WHEREAS the First party invited tenders for supply of the UPS (1-KVA), Printer and Signature Pad 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 UPS (1-KVA), Printer and Signature Pad duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2023-24 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 2023-24 and product particulars shall be as follows:-

Sr. No.	Description of Articles with Specification	Qty	Unit Price with taxes	Total cost
1.	<u>UPS (1-KVA)</u> <ul style="list-style-type: none"> • I-KVA (Branded) • Backup 15-Minutes (Minimum) on full load • Copper Wound • One-Year warranty 	70	Rs. 48,000/-	Rs. 3,360,000/-
2.	<u>Printer for computer</u> <ul style="list-style-type: none"> • Laser Printer (DW) • Printing speed = 38 PPM (Pages Per Minute or higher) • Paper input = 50-Sheets multipurpose tray, 200-sheet input tray (Minimum) • Paper output = 150-Sheets output bin • Paper size = A4, Legal • One-Year warranty 	70	Rs. 108,000/-	Rs. 7,560,000/-
3.	<u>Signature Pad</u> <ul style="list-style-type: none"> • Display Area: 90x50 mm or above • Resolution: 320x200 dpi or above • Interface: USB 2.0 • RSA 2048 & AES or equivalent Security protocol <u>Compatibility:</u> <ul style="list-style-type: none"> • Server Windows 2012/2016/2019 or above • Windows 10/11 (32 & 64 bits) or above • Internal Memory: 10 images or higher • Warranty: One-Year 	50	Rs. 198,000/-	Rs. 9,900,000/-
Total contract value Rs.				Rs. 20,820,000/-
(Twenty million eight hundred twenty thousand only)				



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

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of **UPS (1-KVA), Printer and Signature Pad** 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.
- 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.

Anwar Ishaq

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

Witness

WITNESS
 AIG (F&P) CPO PESHAWAR

Supplier

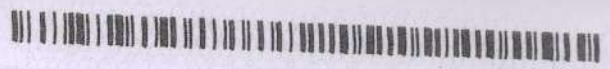
Name : Imdad Ullah
 Designation : Sales Executive
 CNIC No : 17101-0343019-1



Witness by Supplier

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





**CONTRACT AGREEMENT NO. P/4732/CA/AP-II/COMPUTER SYSTEM/2023-24, DATED 15/11/2023
FOR SUPPLY OF COMPUTER SYSTEM TO KHYBER PAKHTUNKHWA TRAFFIC POLICE**

This contract agreement is made and entered into on 15/11/2023 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 Office World, Opposite GPO Rehmat Lane Saddar Road 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 Computer System 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 Computer System and is a registered unit under the law of Pakistan having its registered office at Opposite GPO Rehmat Lane Saddar Road Peshawar Cantt: (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Computer System 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:

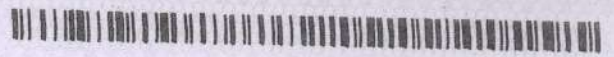
1. Commencement, Duration and Extension:-

- 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 Computer System duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2023-24 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 2023-24 and product particulars shall be as follows:-

Sr. No.	Name & Specifications of Item	Qty	Unit Cost including Taxes	Total amount
1	<u>Computer System</u> <ul style="list-style-type: none"> • 11th Generation Intel Core-i7 2.5 GHz (base) or higher • RAM 8 GB DDR-4 (or higher) • 1 TB HDD • Optical Drive; DVD-RW • Integrated Intel® HD Graphics • Integrated Gigabit NIC • Wireless connectivity • Integrated High-Definition Audio • USB Keyboard & USB optical Scroll Mouse • HDMI Port • 18.5-inch Widescreen LED Display • Licensed Microsoft Windows 10 Professional (64 bits) or higher • Licensed Anti-Virus with media CD 	70	Rs. 327,700/-	Rs. 22,939,000/- (Twenty two million nine hundred thirty nine thousand only)



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

The following are the responsibilities of the Government.

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

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

- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be **90-Days** from the date of signing the contract.
- 4.3 Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- 4.4 Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR.
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of **1-Years**.
- 4.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.8 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.
- 4.9 The store will be delivered to **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.

Amal Khan

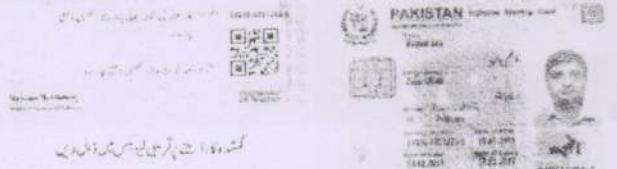
For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

[Signature]

WITNESS
AIG (F&P) CPO PESHAWAR

Kazim

Supplier
Name : Kazim Jan
Designation : Sales Manager
CNIC No : 17301-1812223-5



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

