

**CONTRACT AGREEMENT NO. PI 2097 ICA/AP-II/UNIFORM/2021-22, DATED 19/04/2022  
FOR SUPPLY OF UNIFORM ARTICLES TO KHYBER PAKHTUNKHWA TRAFFIC POLICE**

This contract agreement is made and entered into on 19/04/2022 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 Work Links, Building No. 5, 3<sup>rd</sup> Floor Amrat Sari Mohallah Mughalpura 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 White Scarf, P-Cap and Jungle Cap as per description, approved specification through legal, transparent and fair means in the interest of the Police Department.

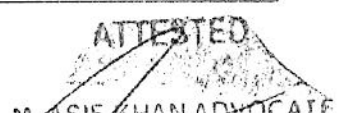
AND WHEREAS the Second party has the specialty in manufacturing and supply of the White Scarf, P-Cap and Jungle Cap and is a registered unit under the law of Pakistan having its registered office at Building No. 5, 3<sup>rd</sup> Floor Amrat Sari Mohallah Mughalpura Lahore (Pakistan).

AND WHEREAS the First party invited tenders for supply of the White Scarf, P-Cap and Jungle Cap 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.

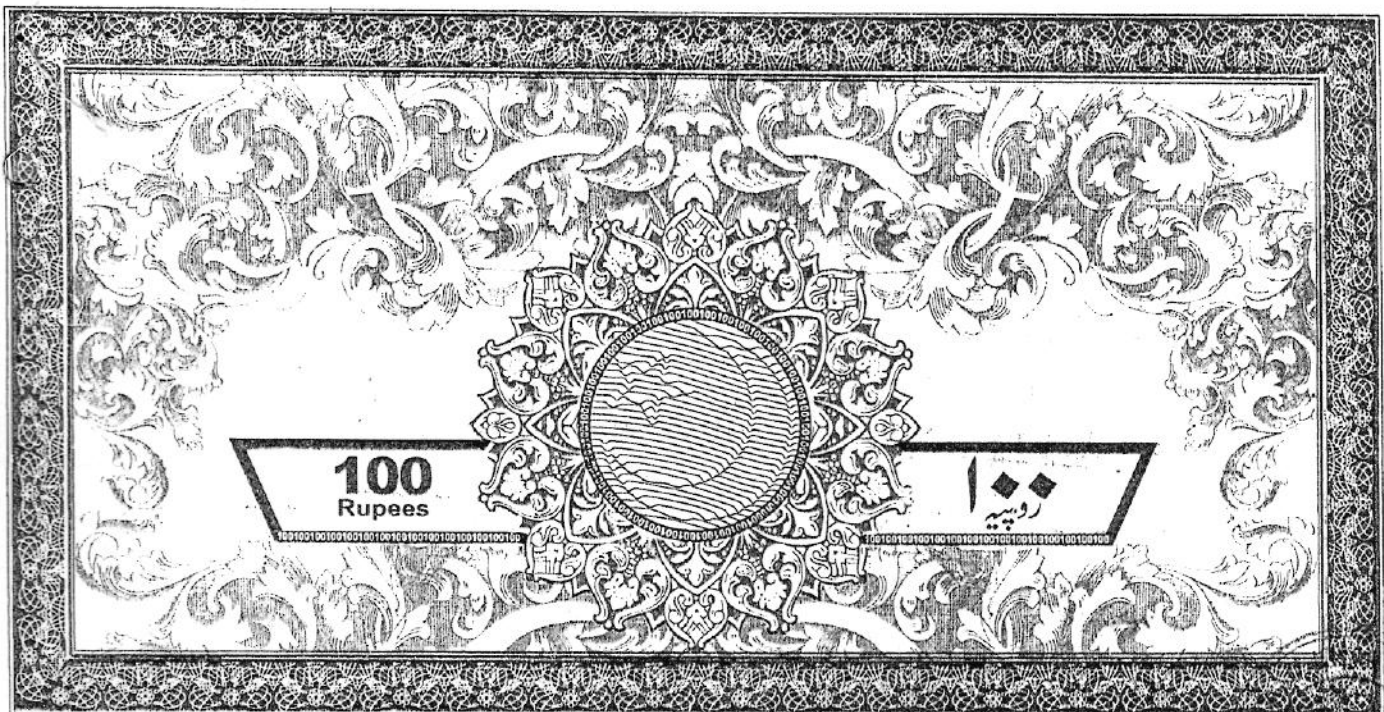
**NOW, THEREFORE, BOTH THE PARTIES HEREBY AGREED AS FOLLOWS:**

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 White Scarf, P-Cap and Jungle Cap 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	<b>White Scarf</b> White scarf per requirement of C.P.P. Pakistan. 1. Material: Cotton Cloth 2. Size: 18 x 10 inches 3. Color: White 4. Neck Size: 14-20 inches (adjustable)	20,000	Rs. 230/-	Rs. 4,600,000/-
2	<b>P-Cap</b> Traffic Warden P-Cap 1. Color: Dark blackish blue (As per requirement of Traffic Warden Police) 2. Logo: As per requirement of Traffic Warden Police on forehead properly stitched 3. Size: Adjustable 4. Round Traffic Warden Reflective Top stitched with 2 inches Pakistan Flag (As per requirement of Traffic Warden Police) 5. Washable	5000	Rs. 575/-	Rs. 2,875,000/-







- 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.

*[Handwritten signature]*

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

*[Handwritten signature]*

WITNESS  
AIG (F&P) CPO PESHAWAR

*[Handwritten signature]*



**Supplier**  
Name : Rana Abrar Farooq  
Designation : CEO  
CNIC No : 35201-8056773-3

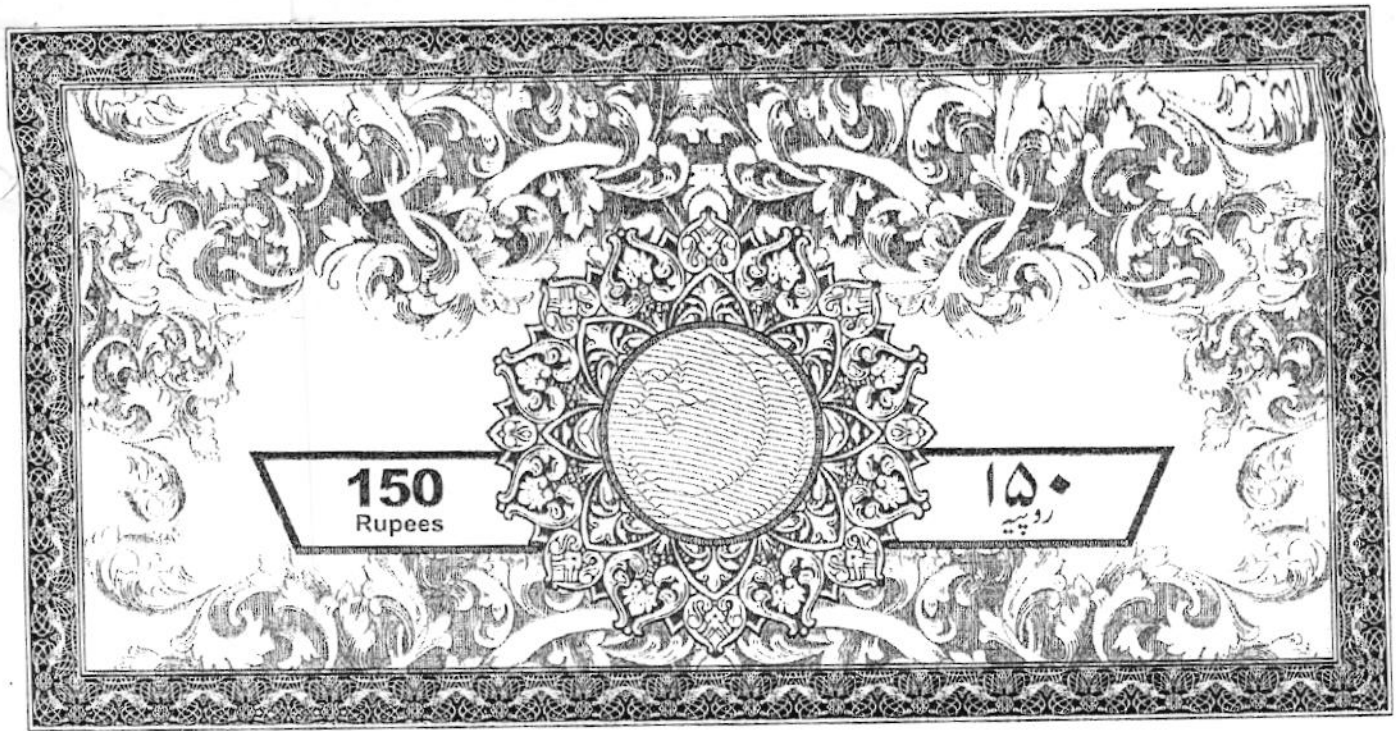
PAKISTAN  
Rana Abrar Farooq  
Rana Abrar Farooq  
35201-8056773-3  
25.06.2018

**Witness by Supplier**  
Name : Bilal Manzoor  
F. Name : Manzoor Hussain  
CNIC No : 35201-9996777-5

*[Handwritten signature]*



*[Handwritten signature]*  
KHAN ADVOCATE



**CONTRACT AGREEMENT NO. P/2006/ICA/AP-II/STATIONERY/2021-22, DATED 13/4/2022  
FOR SUPPLY OF OFFICE STATIONERY TO CENTRAL POLICE OFFICE (CPO) PESHAWAR**

This contract agreement is made and entered into on 13/04/2022 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 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 Office Stationery 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 Office Stationery 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 Office Stationery 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 Office Stationery 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.	Name of Item	Qty	Unit Cost including Taxes	Total amount
<b>Office World Peshawar</b>				
1	Computer Paper (Legal Size)	1000	1,287	1,287,000
2	Computer Paper (A-4 Size)	1000	1,087	1,087,000
3	Sign Pen (Uni-Ball Vision Elite Quality)	10	2,100	21,000
4	Staple Machine	100	388	38,800
5	Staple Machine Clips	400	70	28,000
6	Ink (Blue, Black and Red)	25	60	1,500
7	Toner for Photostat 7209 (Task Alfa 3510)	5	44,250	221,250
8	Toner TK 6110 for Photocopier Kyocera Task Alfa 4125	2	28,000	56,000

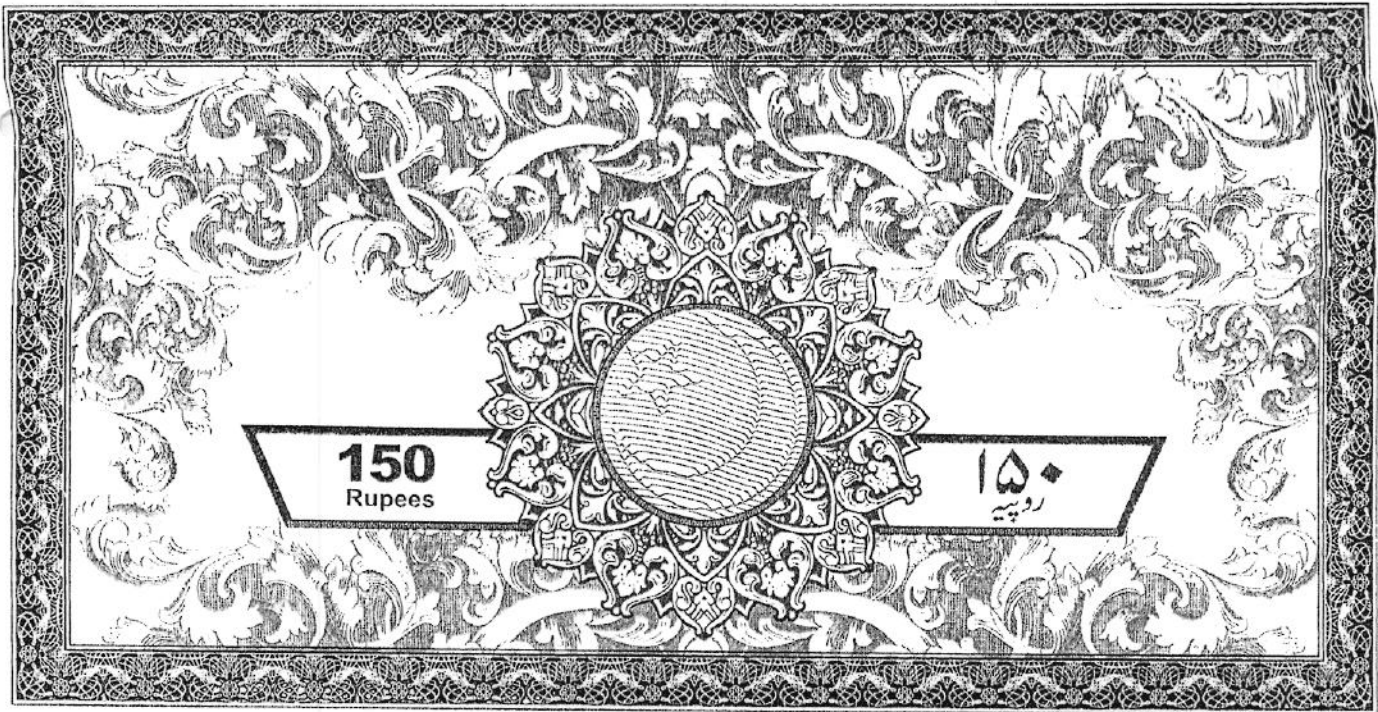
**Total contract value Rs. 2,740,550/-**

**(Two million seven hundred forty thousand five hundred fifty only)**

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

- The following are the responsibilities of the Government.
- 3.1 Government shall place a demand for supply of Office Stationery and shall make payment on delivery of the item after successful inspection by the inspection committee of the Government.





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 **40-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 Stationery Branch Central Police Office (CPO) 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:-**

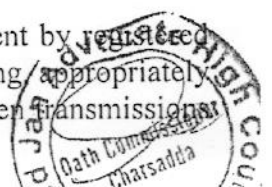
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single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

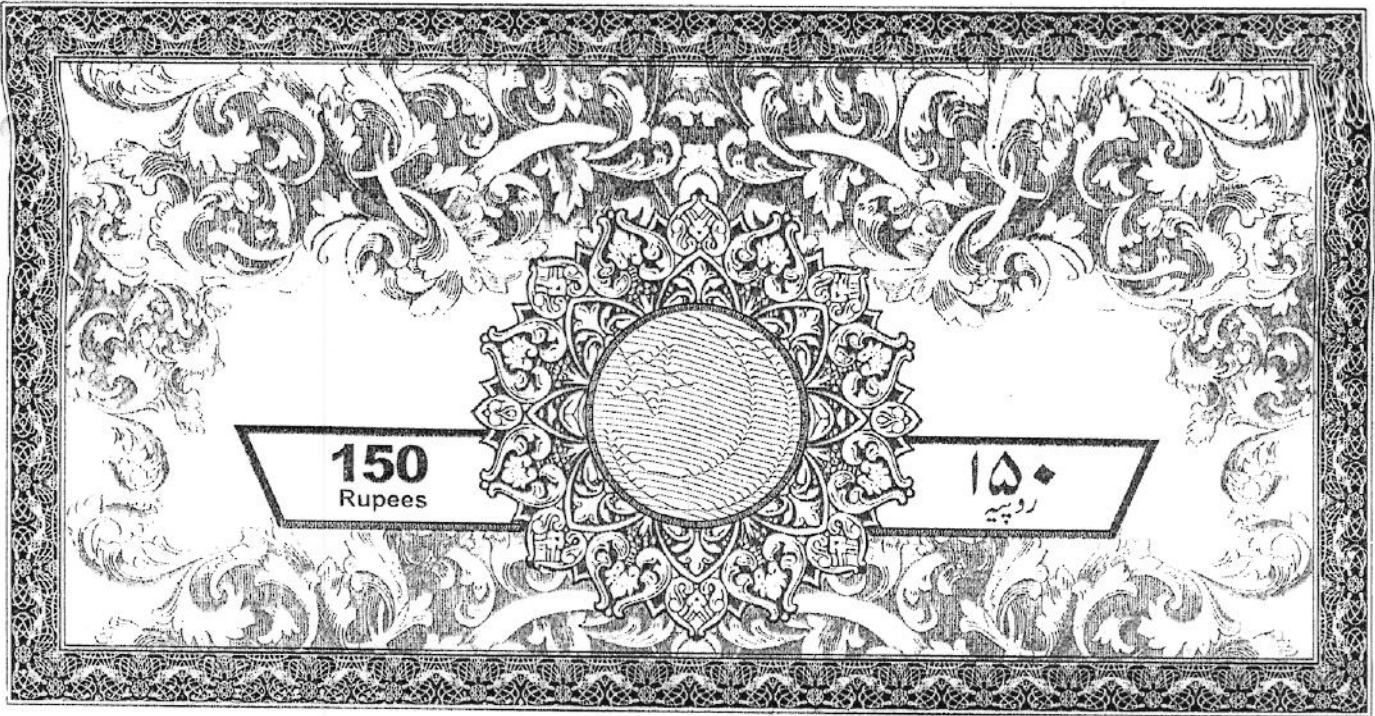
7. **Termination of Agreement:-**

- 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.

*Sabri*

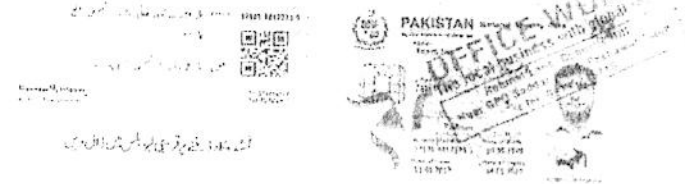
For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

*[Handwritten signature]*

WITNESS  
AIG (F&P) CPO PESHAWAR

**Supplier**

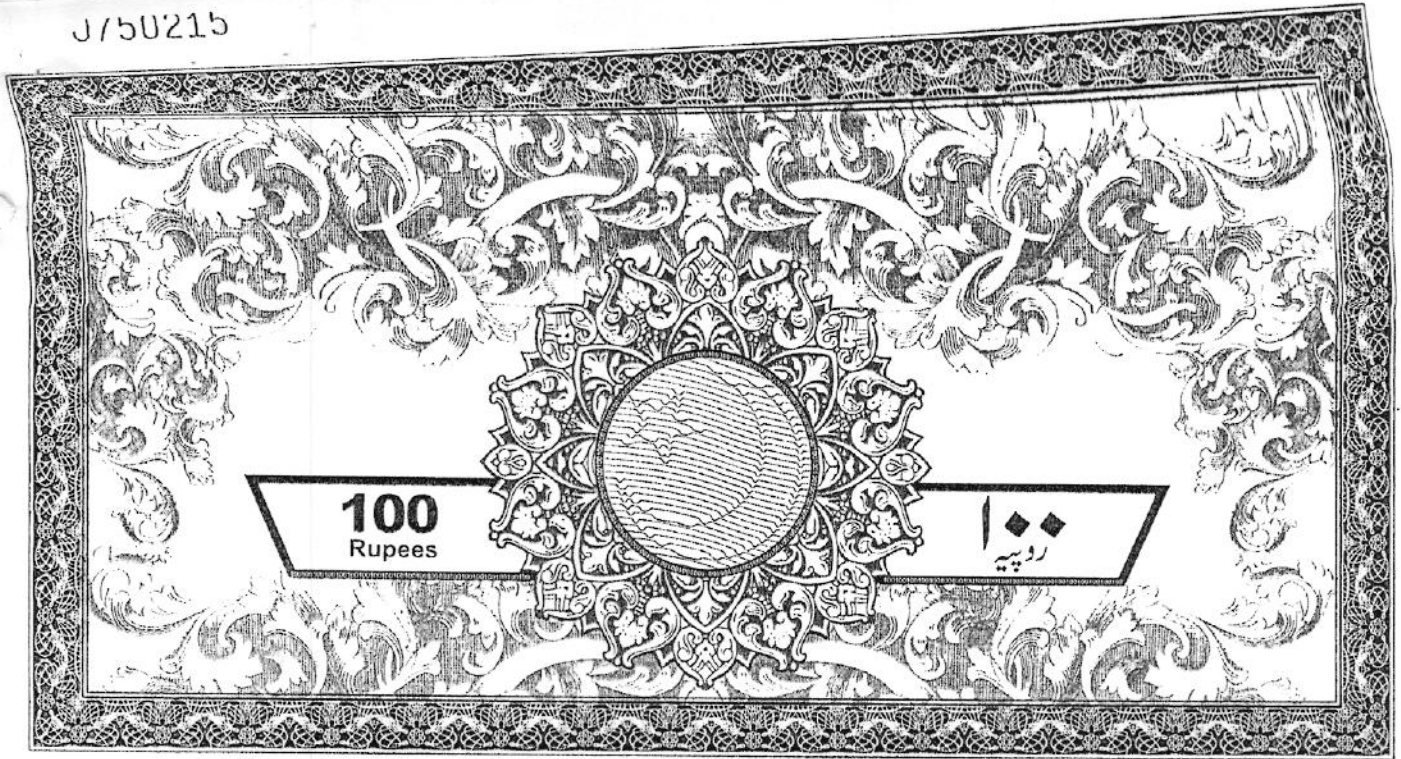
Name : Kazim Jan  
Designation : Sales Manager  
CNIC No : 17301-1812223-5



**Witness by Supplier**

Name : Faheem Ahmad  
F. Name : Mukaram Khan  
CNIC No : 17301-2096813-5





**CONTRACT AGREEMENT NO. P/2001/ICA/AP-II/STATIONERY/2021-22, DATED 13/4/2022  
FOR SUPPLY OF OFFICE STATIONERY TO CENTRAL POLICE OFFICE (CPO) PESHAWAR**

This contract agreement is made and entered into on 13/04/2022 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 A-Razzaq, Government Contractor & General Order Supplier, Shop No. VII, Near Shalton's Green Hotel, 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 Office Stationery 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 Office Stationery and is a registered unit under the law of Pakistan having its registered office at Shop No. VII, Near Shalton's Green Hotel, Saddar Road Peshawar Cantt: (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Office Stationery 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 Office Stationery 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:-**

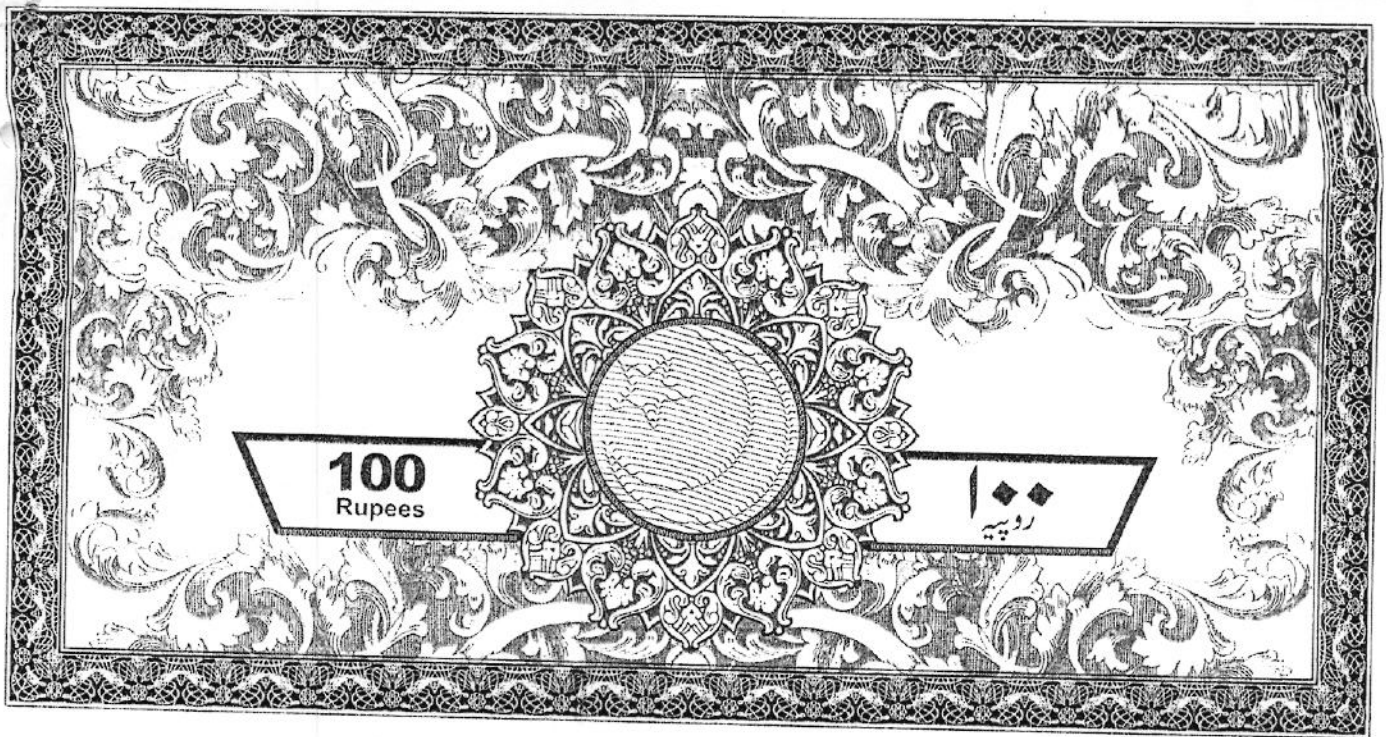
- 2.1 The agreement price for the current financial year 2021-22 and product particulars shall be as follows:-

Sr. No.	Description	Qty	Unit Price	Total amount
1	Photostat Paper	700	1,097	767,900
2	Laces Large	50	210	10,500
3	Gum Stick (Medium)	150	290	43,500
4	Shorthand Book	15	160	2,400
5	Paper Clips	100	80	8,000
6	Pencil Black	50	174	8,700
7	Highlighter	200	60	12,000
8	Stamp Pad	50	360	18,000
9	Sticky Note Pad	100	245	24,500
10	Punch	30	360	10,800
11	File Folders (Dak Folder)	15	1,315	19,725
12	Squash Tape	30	190	5,700
13	Flash Drives (USB)	40	1,450	58,000
14	Paper Cutter	20	260	5,200
15	Scissor	20	245	4,900

**ATTESTED**  
 Notary Public  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_







**CONTRACT AGREEMENT NO. P/2011/CA/AP-II/STATIONERY/2021-22, DATED 13/4/2022  
FOR SUPPLY OF OFFICE STATIONERY TO CENTRAL POLICE OFFICE (CPO) PESHAWAR**

This contract agreement is made and entered into on 13/04/2022 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 Global office Product, Shop No.49 Inaam Plaza University Town Peshawar (Pakistan) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase Office Stationery 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 Office Stationery and is a registered unit under the law of Pakistan having its registered office at Shop No.49 Inaam Plaza University Town Peshawar (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Office Stationery 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 Office Stationery 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.

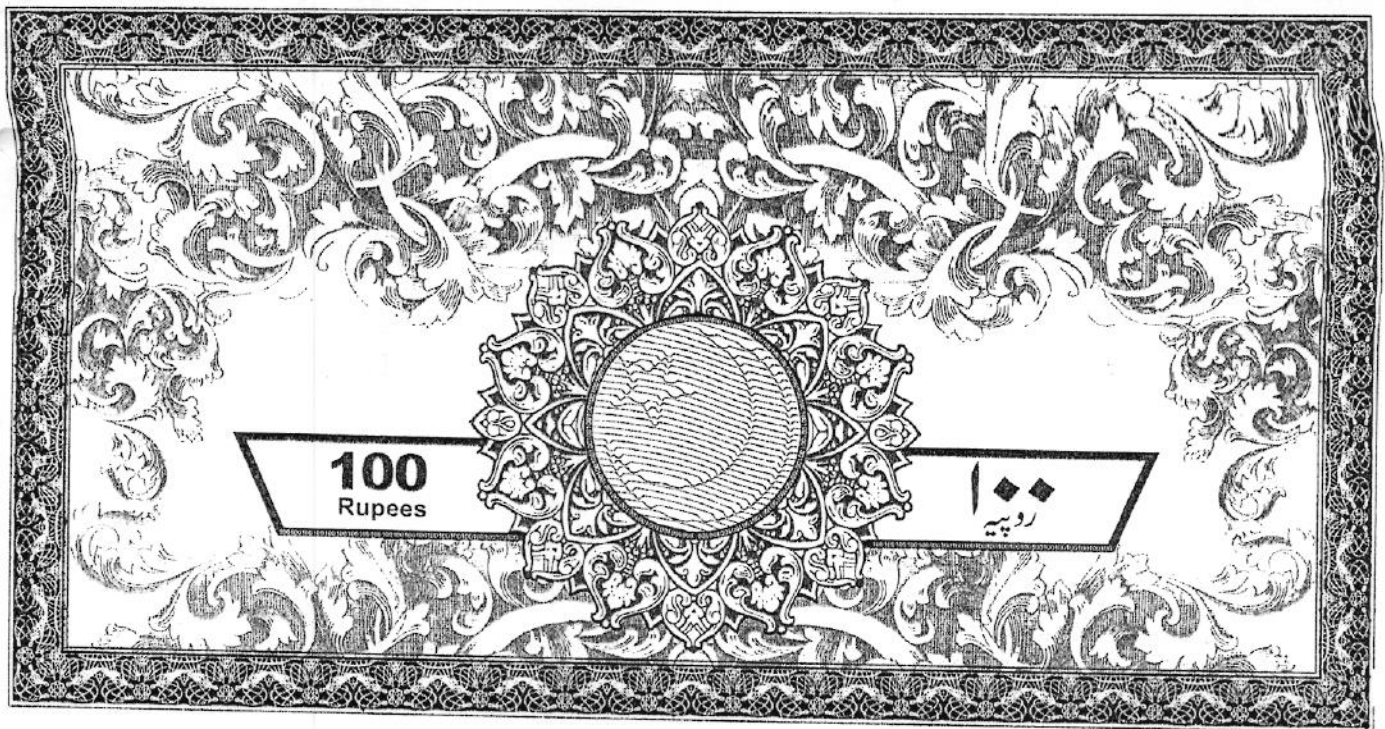
**2. Agreement Price and Product Specification:-**

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

Sr. No.	Description	Qty	Unit price	Total amount
1	Tag Small	300	70	21,000
2	Sign Pen (Uni-Ball Eye, Fine Quality)	50	1,850	92,500
3	Color Flags	400	199	79,600
4	Blank Register	10	340	3,400
5	Marker	50	45	2,250
6	Ball Point (Clipper)	375	134	50,250
7	CD-R	15	160	2,400
8	DVD	10	220	2,200
9	Plastic Sheets (A-4)	2	680	1,360
10	Plastics Sheets (Legal)	2	850	1,700
11	Binding Tape	100	365	36,500
12	Sharpener	70	10	700
13	Eraser	70	10	700
14	Steel Ruler	20	60	1,200
15	Toner HP Printer Laser Jet Pro 400M 401D & 401dw	48	26,900	1,291,200
16	Calculator	10	1,250	12,500
17	Color Pages for PER/ACR	40	550	22,000
18	Correction Pen (Fluid Pen)	50	299	14,950
19	Toner for Printer Model Canon LBP 226dw	8	33,800	270,400

Total contract value 1,906,810/-

(Rupees one million nine hundred six thousand eight hundred ten only)



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

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of **Office Stationery** 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 **30-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 Central Police Office (CPO) 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.

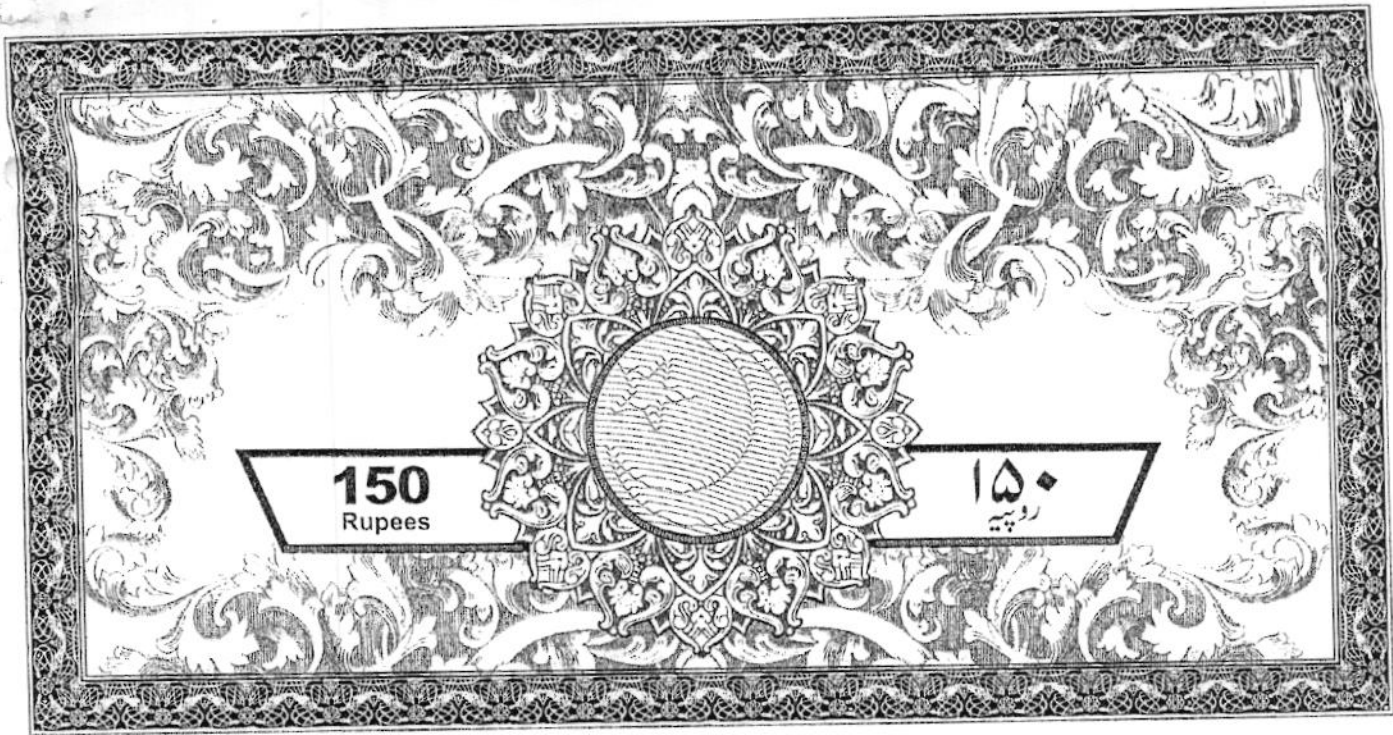
6. **Dispute Resolution:-**

- 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.





**CONTRACT AGREEMENT NO. P/2079/CA/AP-II/GENERATOR/2021-22, DATED 19/4/2022 FOR SUPPLY OF 25-KVA GENERATOR TO CENTRAL POLICE OFFICE KHYBER PAKHTUNKHWA POLICE (NMDs)**

This contract agreement is made and entered into on 19/04/2022 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 Iman Group, Plot No. 227, Street No. 7, Sector I-9/2 Industrial Area, 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 Generator 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 Generator and is a registered unit under the law of Pakistan having its registered office at Plot No. 227, Street No. 7, Sector I-9/2 Industrial Area, Islamabad (Pakistan).

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

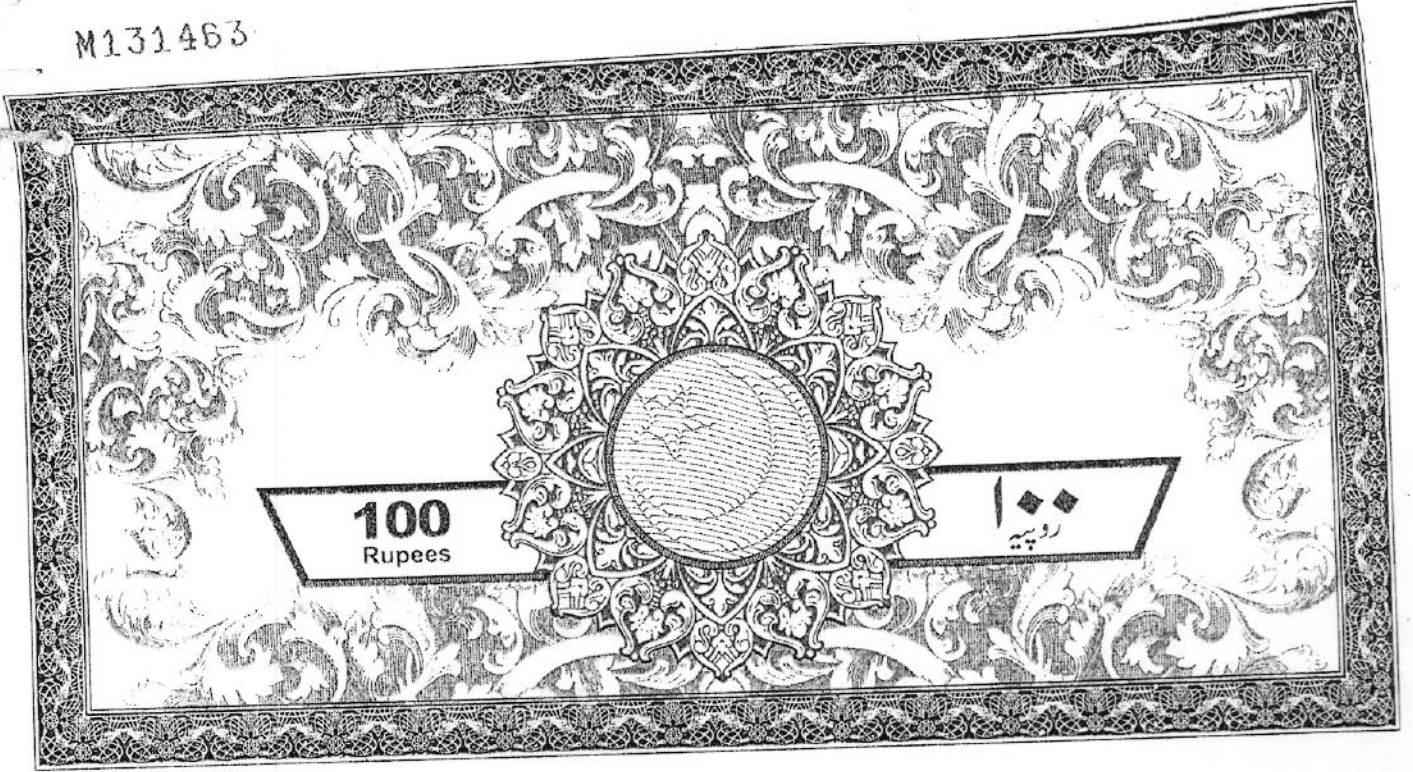
Sr. No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	<p><b>25-KVA Generator</b></p> <ul style="list-style-type: none"> <li>• Unit: 1 Piece</li> <li>• Rate of rotation: 1500rpm/50Hz</li> <li>• Standby output (KW/KVA): 25/30</li> <li>• Prime Output (KW/KVA): 20/25 (+/- 10%)</li> <li>• Phase and wire: 1 Phase and 4 wires</li> <li>• Rated power factor: 0.8</li> <li>• Voltage: 230V/240V/250V/260V/270V/280V/290V/300V/310V/320V/330V/340V/350V/360V/370V/380V/390V/400V/410V/420V/430V/440V/450V/460V/470V/480V/490V/500V</li> <li>• Engine:               <ul style="list-style-type: none"> <li>i. Water Cooled</li> <li>ii. Cylinder in line</li> <li>iii. Direct injection</li> </ul> </li> <li>• Cooling Type: Air Cooled</li> <li>• Battery: Dry 100 AH Minimum</li> <li>• Full capacity: 50 to 100 liter</li> <li>• Alternator:               <ul style="list-style-type: none"> <li>• Heavy Duty, Standard or Equivalent</li> <li>• Output 400/230</li> <li>• Voltage Regulation: ± 2.5%</li> <li>• Insulation Class: F</li> </ul> </li> <li>• Starter:               <ul style="list-style-type: none"> <li>• Self-Start</li> <li>• 12 V Electric Starter</li> </ul> </li> <li>• Electric Instrument Cased System:               <ul style="list-style-type: none"> <li>• AC/DC Control Panel consisting of:                   <ol style="list-style-type: none"> <li>i. Emergency stop button</li> <li>ii. Voltmeter</li> <li>iii. Ammeter</li> <li>iv. Frequency Meter</li> <li>v. Controller with following (and not limited to) features:                       <ul style="list-style-type: none"> <li>• Start/Stop button</li> <li>• Engine hour meter</li> <li>• Monitor engine temperature, engine speed &amp; oil pressure and provides shutdown protection</li> <li>• Battery charge indicator</li> <li>• Lubrication oil pressure indicator</li> </ul> </li> </ol> </li> </ul> </li> </ul>	7-Unit	Rs. 1,167,680/-	Rs. 8,173,760 /-







M131463



**CONTRACT AGREEMENT NO. P/ 1198 /CA/AP-II/LED/2021-22, DATED 11/13/2022  
FOR SUPPLY OF LED (40-INCH) TO KHYBER PAKHTUNKHWA POLICE (REGULAR)**

This contract agreement is made and entered into on 11/10/2022 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 M/S Muhammad Haroon & Brother 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 LED (40-INCH) 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 LED (40-INCH) and is a registered unit under the law of Pakistan having its registered office at House No. 130 Tipu Sultan Road, Kala Bari Peshawar Cantt: (Pakistan).

AND WHEREAS the First party invited tenders for supply of the LED (40-INCH) 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 LED (40-INCH) 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:-**

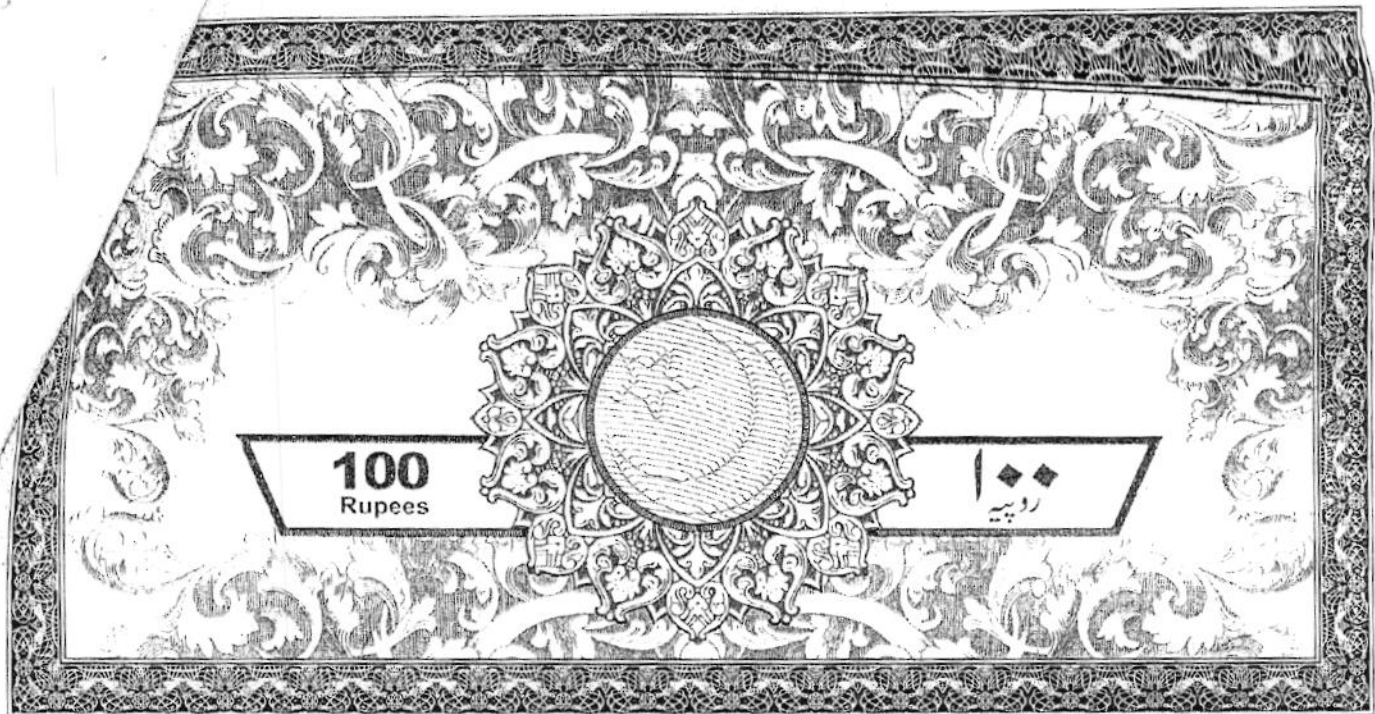
- 2.1 The agreement price for the current financial year and product particulars shall be as follows:-

Sr. No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	<u>LED (40-INCH)</u> <ul style="list-style-type: none"> <li>• Size: 40" or higher</li> <li>• Full HD Smart</li> <li>• HDMI, USB ports, wireless connectivity</li> <li>• Original software</li> <li>• Extra wall mounted stand</li> <li>• One-year warranty</li> </ul>	140	Rs. 57,400/-	Rs. 8,036,000/- (Eight million thirty six 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 LED (40-INCH) and shall make payment on delivery of the item after successful inspection by the inspection committee of the Government.

**M/S MUHAMMAD HAROON & BROTHER**  
No. 1309



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 **60-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:-**

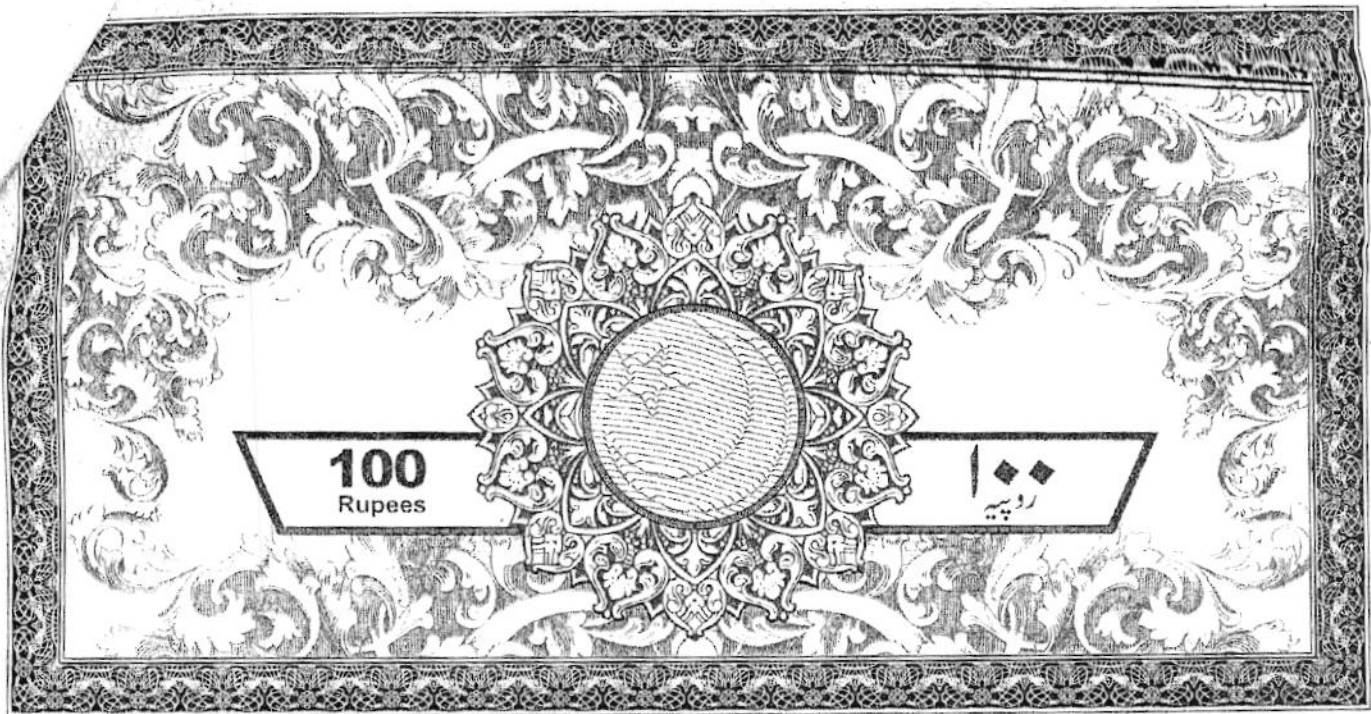
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single 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 transmission thereof to the appropriate telex or fax number sent out below has been received.

**9. Force Majeure:-**

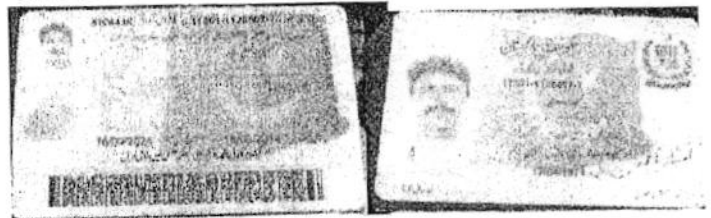
9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, loc outs and other circumstances and disturbances, which are beyond the control of both the Parties. An 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 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 : Muhammad Haroon  
 Designation : Managing Director  
 CNIC No : 17301-1128607-7



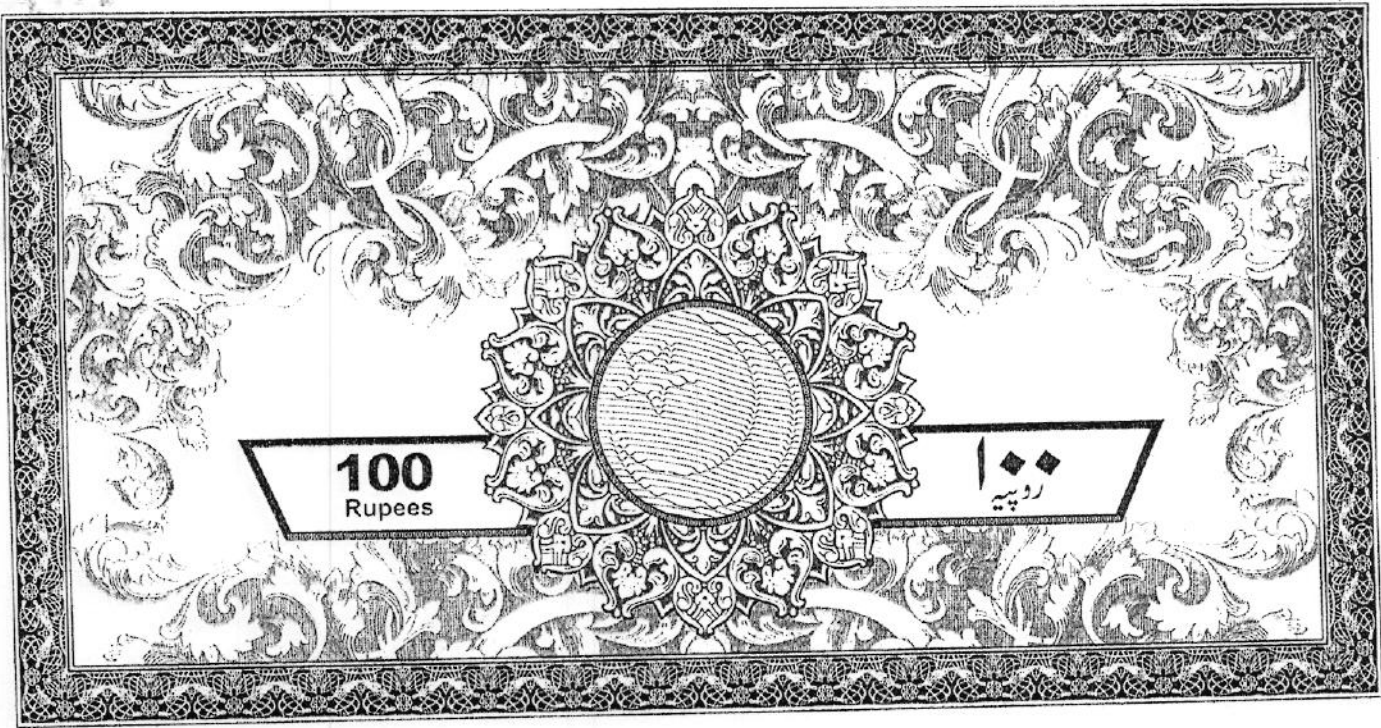
*Signature*

WITNESS  
 AIG (F&P) CPO PESHAWAR

*Signature*

**Witness by Supplier**  
 Name : Muhammad Bilal  
 F. Name : Muhammad Ayub  
 CNIC No : 17301-9302659-9





**CONTRACT AGREEMENT NO. P/2092/CA/AP-II/AC/2021-22. DATED 19/4/2022  
FOR SUPPLY OF SPLIT AIR-CONDITIONER (1.5-TON) TO KHYBER PAKHTUNKHWA POLICE (REGULAR)**

This contract agreement is made and entered into on 19/04/2022 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 Al-Hamid Traders (Pvt) Ltd, Suite No. 3, 3<sup>rd</sup> Floor Aslam Plaza, Shah Wali Qatal, Qissa Khawani Bazar Peshawar (Pakistan) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase Split AC (1.5-Ton) 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 Split AC (1.5-Ton) and is a registered unit under the law of Pakistan having its registered office at Suite No. 3, 3<sup>rd</sup> Floor Aslam Plaza, Shah Wali Qatal, Qissa Khawani Bazar Peshawar (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Split AC (1.5-Ton) 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 Split AC (1.5-Ton) 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.

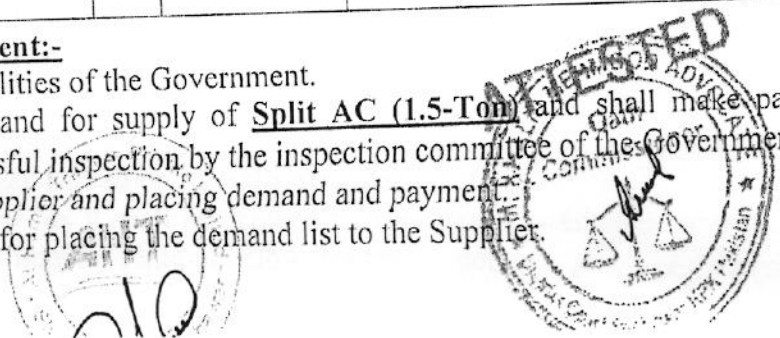
**2. Agreement Price and Product Specification:-**

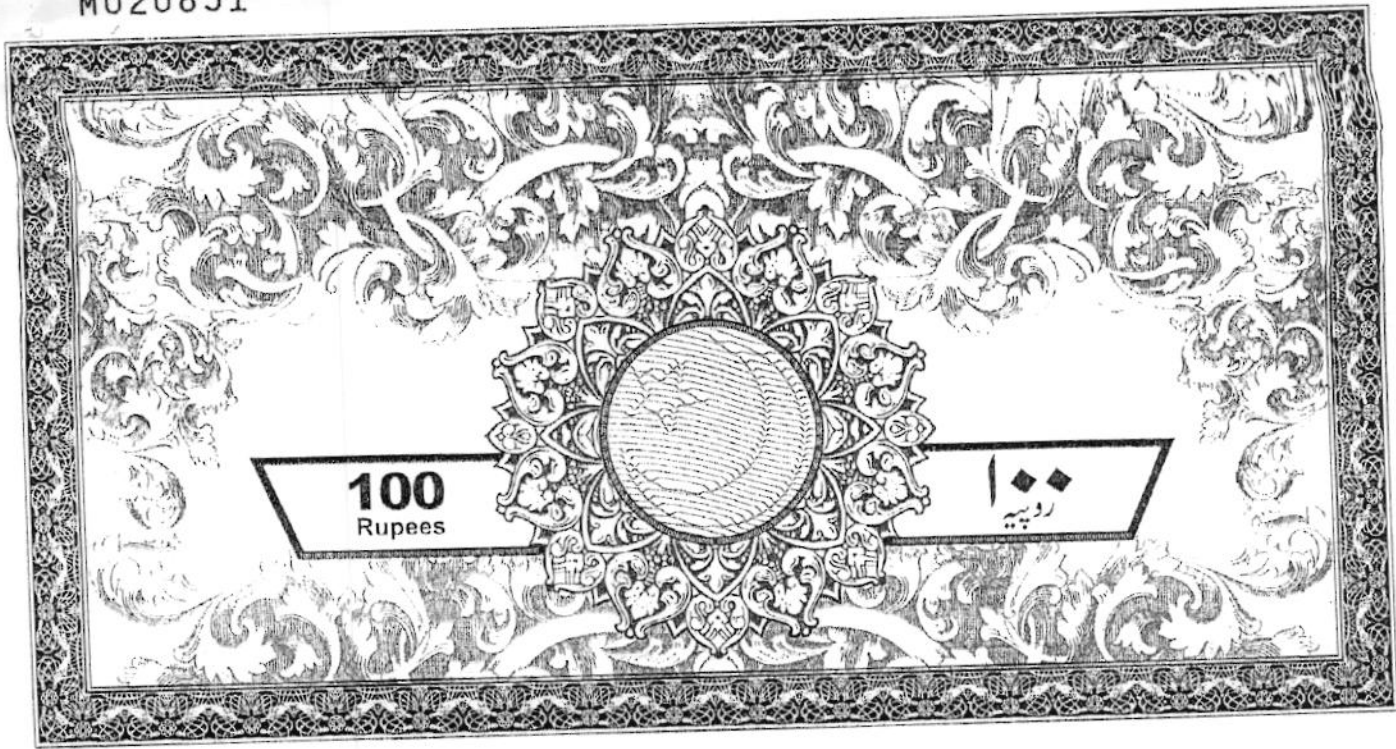
- 2.1 The agreement price for the current financial year 2021-22 and product particulars shall be as follows:-

Sr. No.	Description of Articles with Specification	Qty	Unit Price	Total cost
1.	<u>Split AC (1.5-Ton)</u> <ul style="list-style-type: none"> <li>• DC Inverter (Heat and Cool)</li> <li>• Wall mounted</li> <li>• Cooling Capacity: 18000 BTU/hr</li> <li>• Energy Efficiency Ratio (EER): 3.0 or higher</li> <li>• Compressor Warranty 3-years</li> <li>• Parts Warranty 1-year</li> </ul>	30	Rs. 103,300/-	Rs. 3,099,000/- (Three million ninety 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 Split AC (1.5-Ton) 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 5-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 **for compressor 3-years and for parts 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:-**

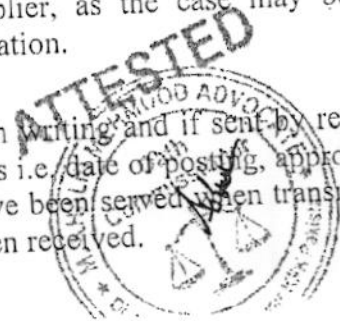
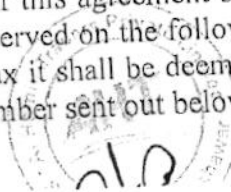
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single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

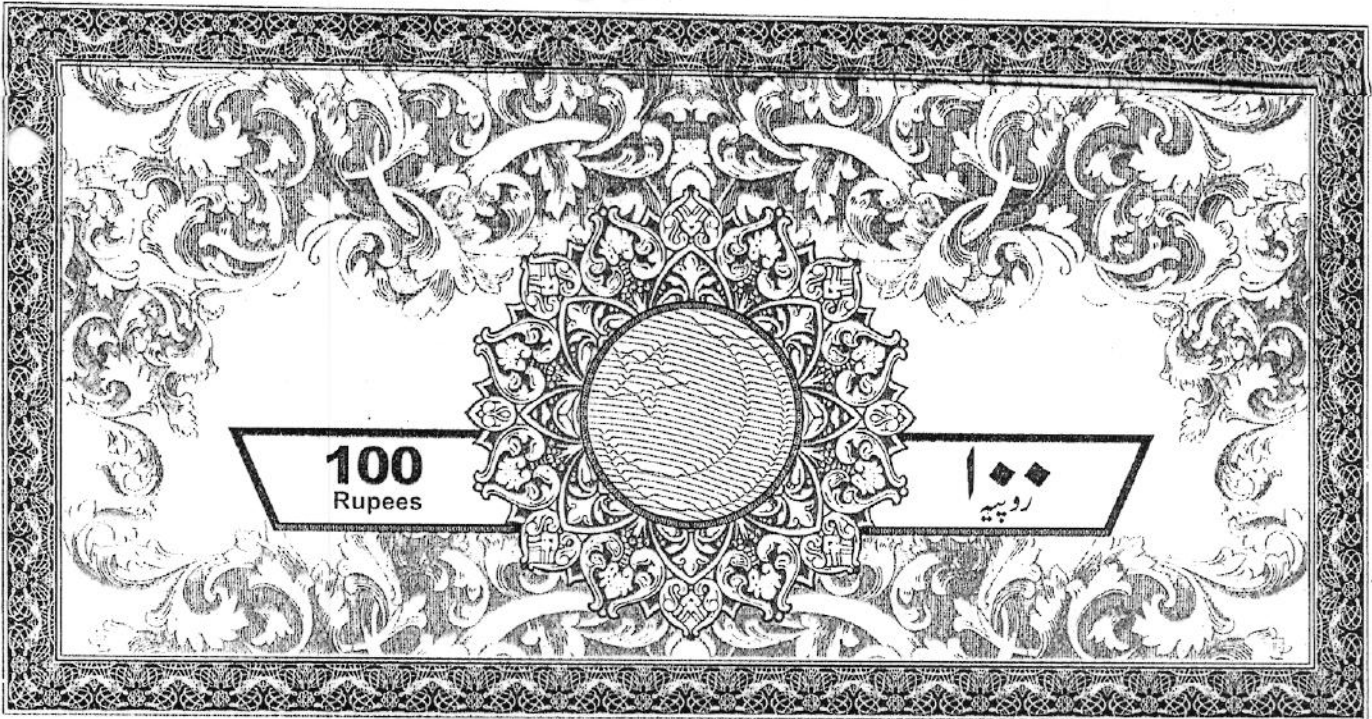
**7. Termination of Agreement:-**

- 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.



*[Handwritten signature]*

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

Supplier

*[Handwritten signature]*  
Name : Amir Mumtaz  
Designation : Director  
CNIC No : 17301-6548773-3



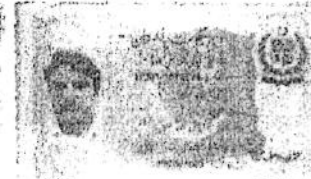
*[Handwritten signature]*

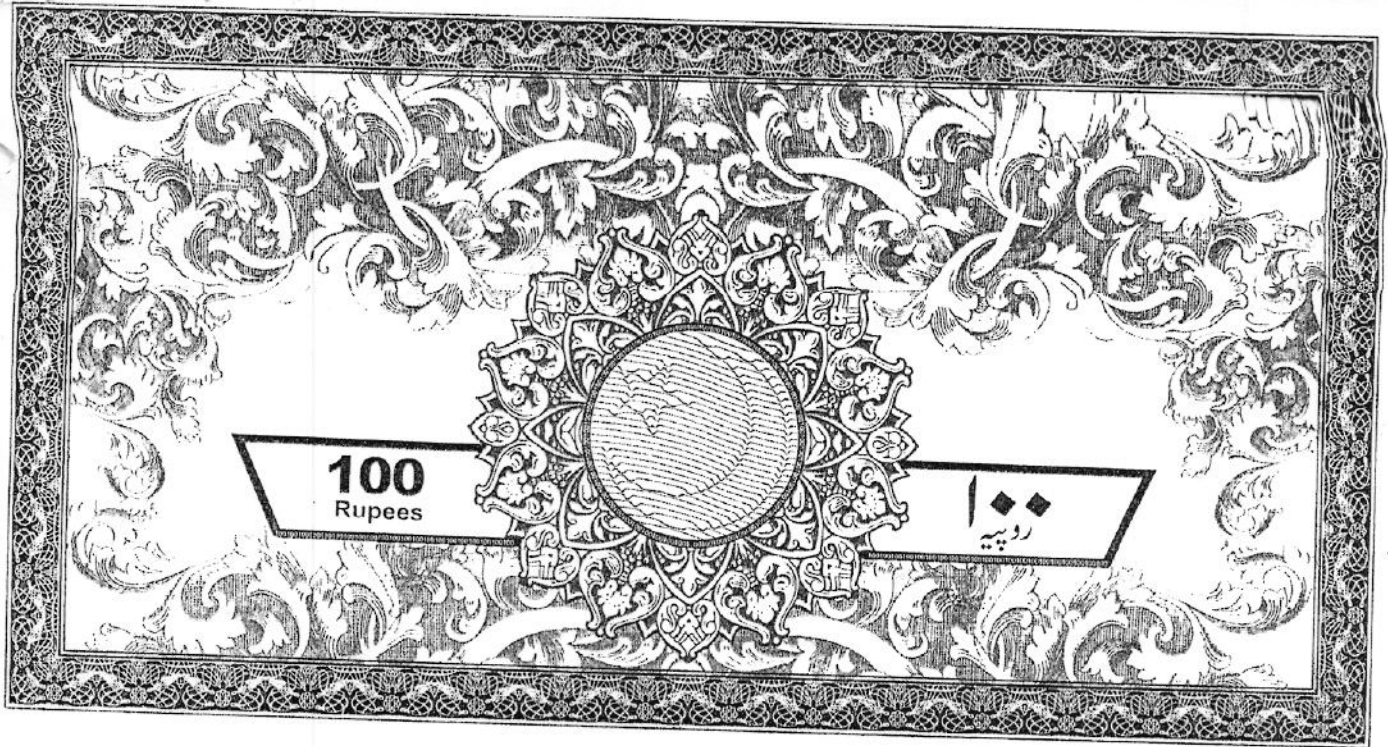
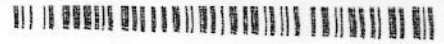
WITNESS  
AIG (F&P) CPO PESHAWAR

*[Handwritten signature]*

Witness by Supplier

Name : Hamid Mumtaz  
F. Name : Fayaz Ahmad Mumtaz  
CNIC No : 17301-1078028-1





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.

*[Handwritten signature]*

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

*[Handwritten signature]*

WITNESS  
AIG (F&P) CPO PESHAWAR

*[Handwritten signature]*  
**A-RAZZAQ STATIONERS**  
Genic Computer & General Order Supplier  
Near Shaheen's Green Hotel Bunkar Road  
Peshawar Cantt. 991-5274278

**Supplier**  
Name : Fayaz Khan  
Designation : Sales Manager  
CNIC No : 17301-9906152-5



**Witness by Supplier**  
Name : Tanveer Hussain  
F. Name : Muhammad Hussain  
CNIC No : 17301-3744743-5

*[Handwritten signature: TANVEER]*



**ATTESTED**

