

#### 942/CA/AP-II/D. COMPUTER & UPS/2020-21, DATED 7 104/2021 CONTRACT AGREEMENT NO. P/ FOR SUPPLY OF DESKTOP COMPUTERS & UPS (1-KVA) TO KHYBER PAKHTUNKHWA POLICE (REGULAR BUDGET)

This contract agreement is made and entered into on \_\_\_\_\_ 104 /2021 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-ininterest, representative and assignee of the First part and M/S 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 Desktop Computers & UPS (1-KVA) as per description, approved specification through legal, transparent and fair means in the interest of the Police

AND WHEREAS the Second party has the specialty in manufacturing and supply of the Desktop Department. Computers & UPS (1-KVA) and is a registered unit under the law of Pakistan having its registered office at

# TF-97, Deans Trade Centre Peshawar Cantt: (Pakistan).

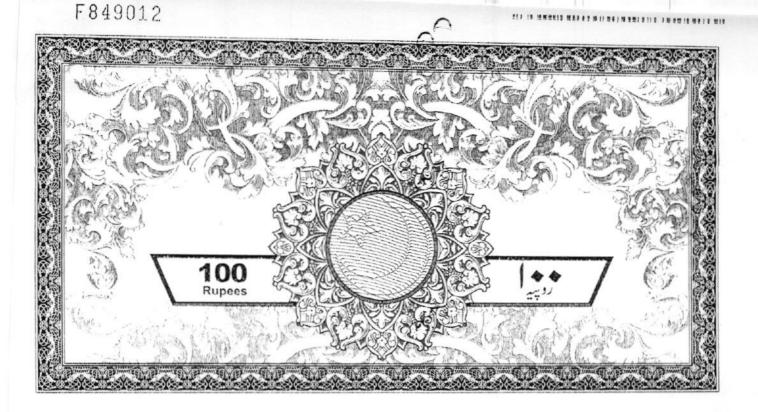
AND WHEREAS the First party invited tenders for supply of the Desktop Computers & UPS (1-KVA) and the Second party, being a successful bidder has accepted the offer of the Government in lieu of the consideration mutually agreed and on such terms and condition as may be reflected in this agreement.

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

# Commencement, Duration and Extension:-

- 1.
- This agreement shall come into force on the date on which both the parties sign the agreement. This agreement shall be for supply of the Desktop Computers & UPS (1-KVA) duly agreed during 1.1 1.2
- proceedings as per description and approved sample / specification. This agreement shall be valid for financial year 2020-21 or final execution of the agreement as the case may be.
- 1.3
- Agreement Price and Product Specification:-The agreement price for the current financial year 2020-21 and product particulars shall be as follows:-2.

2.1 Unit Price Qty (Nos) S No. Description of Articles with Specification Desktop computer 10th Generation Intel Core-i7 3.0 GHz (or higher) RAM & GB DDR-4 One TB SATA (7200-rpm Hard drive or higher) · Optical Drive; DVD-RW Rs. 24,276,000/- Integrated Intel® HD Graphics Rs. 142,800/-Integrated Gigabit NIC 1 Wireless Connectivity Integrated High Definition Audio - USB Keyboard & USB optical Scroll Mouse 18.5-Inch Wideworeen LED Display Licensed Microsoft Windows 10 Professional (64 bits) and Licensed Anti-Virus · One-year warranty UPS (1-KVA) Rs. 3,762,000/-196 Rs. 19,800/-I- KVA (Branded) 2-Backup 15 minutes (minimum) on full load 3-Copper wound Rs. 28,038,000/-4-Onelyear warranty TOTAL CONTRACT VALUE (Twenty eight million thirty eight



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

The following are the responsibilities of the Government.

- Government shall place a demand for supply of Desktop Computers & UPS (1-KVA) and shall make 3.1 payment on delivery of the item after successful inspection by the inspection committee of the Government.
- Coordination with the Seller/Supplier and placing demand and payment. 3.2
- 3.3 Government will be responsible for placing the demand list to the Supplier.

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

- Coordination with the Government in supply of the store." 4.1
- Completion of the delivery will be 60-Days from the date of signing the contract. 4.2
- Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will 4.3 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.
- Supplier will be responsible for depositing performance security @ 10% of the total contract value in 4.4 shape of CDR.
- Supplier will be responsible for removing the fault, repairing and replacing the defective store during 4.5 warranty period of 1-Years.
- Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the 4.6 Government from time to time.
- Supplier will be responsible for payment of amount assessed by Government for damages suffered by 4.7 Government due to violation of terms and condition of the contract.
- In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per 4.8 month maximum up to 5% of the total contract price.
- The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar. 4.9

#### Applicable Law:-5.

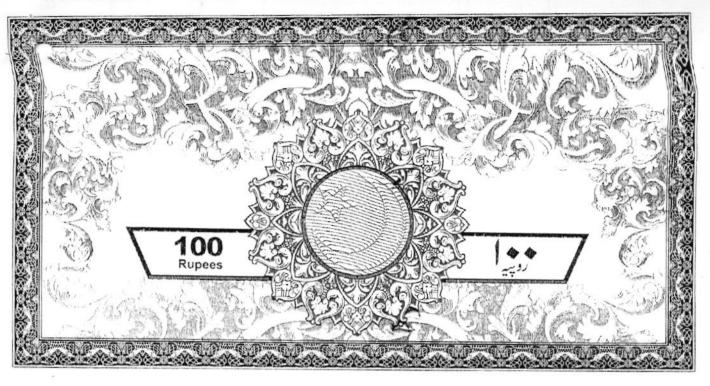
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

#### **Dispute Resolution:-**6.

- The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out 6.1 of or in connection with this agreement.
- In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be 6.2 referred to arbitration by a single arbitrator to be appointed by each party.
- In case the dispute could not be resolved by the arbitrators, as so appointed, the matter shall be referred 6.3 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:-7.

- 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. 7.1
- 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
- Consequently upon the termination the Government or the Supplier, as the case may be, shall reimburse 7.3



#### 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.

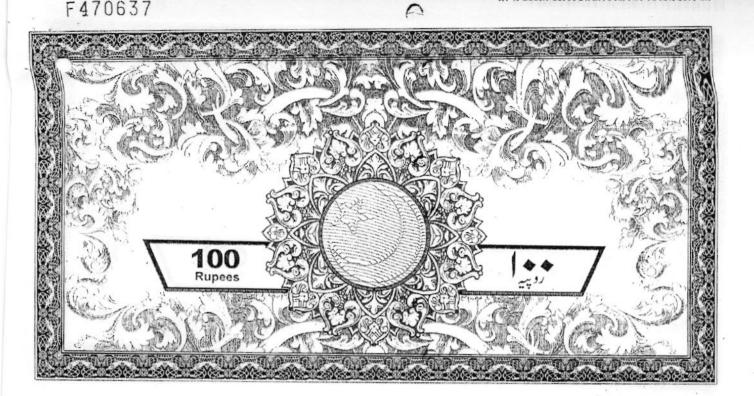
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For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

WITNESS

AIG (F&P) CPO PESHAWAR

Name of Seller / Supplier	Imdad Ullah
Designation	Sales Executive
CNIC #	17101-0343019-1
Signature	
مع مراجع المحمد من من مراجع المراجع ال المراجع المراجع المراجع المراجع المراجع	PAKISTAN MUMUMUMUMUMUMUMUMUMUMUMUMUMUMU Visitana Tanataanaanaanaanaanaanaanaanaanaanaanaan
WITNESS	
Name: Sheh	zad Khan
Father's Name: Shau	ikat Khan
CNIC # 1730	1-4833586-7
Signature	
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#### CONTRACT AGREEMENT NO. P/ 188 7/CA/AP-IL/SCANNER/2020-21, DATED 5704/2021 FOR SUPPLY OF SCANNER WITH ADF TO KHYBER PAKHTUNKHWA POLICE (REGULAR)

This contract agreement is made and entered into on <u>104</u>/2021 BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through <u>Inspector General of Police</u> (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 <u>M/S Shirazi Trading Company (Pvt)</u> <u>Ltd, 4<sup>th</sup> Floor Marhaba IT Tower, University Road, Peshawar (Pakistan)</u> 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 <u>Scanner with ADF</u> 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 <u>Scanner with ADF</u> and is a registered unit under the law of Pakistan having its registered office at  $4^{th}$  Floor Marhaba IT Tower, University Road, Peshawar (Pakistan).

AND WHEREAS the First party invited tenders for supply of the <u>Scanner with ADF</u> 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 <u>Scanner with ADF</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 of 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 2020-21 and product particulars shall be as follows:-

S No.	Description of Articles with Specification	Qty (unit)	Unit Price	Total cost
1.	Scanner with ADF • Scan Type: Flatbed, color with ADF • Scan Speed: 20 ppm or higher • Scan Size: Legal Size • Operating System: Windows 7/8.0/8.1/10 (32/64 bit) • One-year warranty	16 ¢	Rs. 89,000/- Per unit	Rs. 1,424,000/- (One million Four hundred twenty four 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 <u>Scanner with ADF</u> 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.

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# 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.

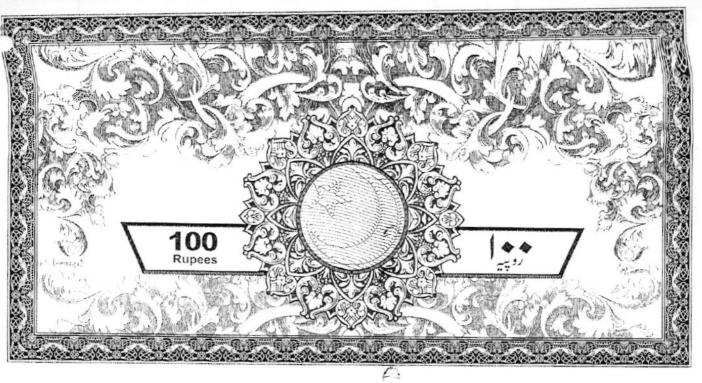
For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

WITNESS AIG (F&P) CPO PESHAWAR

5	: Muhammad Zeeshau : Sales Executive
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Supplier	THE CONTRACTOR
Name	: Muhammad Zeeshan
Designation	: Sales Executive
CNIC No	: 11101-3120845-9
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Witness by S Name	: Sher Alam Khan
F. Name	: Muhammad Alam Khan
CNIC No	: 17101-6549842-9
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#### CONTRACT AGREEMENT NO. P/ 1961 /CA/AP-II/BODY FABRICATION/2020-21, DATED & 104/2021 FOR WORK OF BODY FABRICATION AND MILD / HARD STEEL SHEETS PLATING ON S/CAB PICKUPS FOR KHYBER PAKHTUNKHWA POLICE

This contract agreement is made and entered into on <u>S 104</u> 12021 BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through <u>Inspector General of Police</u> (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 <u>M/S Frontier Works Promoters</u>, <u>Opposite Mall Mandi, Ittefaq Flour Mills, Jogian GT Road Peshawar (Pakistan) (hereinafter referred to as Suppliers)</u> 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 <u>Body Fabrication, Mild / Hard Steel Sheets</u> <u>Plating on S/Cab Pickup</u> 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 <u>Body</u> <u>Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup</u> and is a registered unit under the law of Pakistan having its registered office at <u>Opposite Mall Mandi, Ittefaq Flour Mills, Jogian GT Road</u> <u>Peshawar (Pakistan).</u>

AND WHEREAS the First party invited tenders for supply of the <u>Body Fabrication, Mild /</u> <u>Hard Steel Sheets Plating on S/Cab Pickup</u> 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:

#### Commencement, Duration and Extension:-

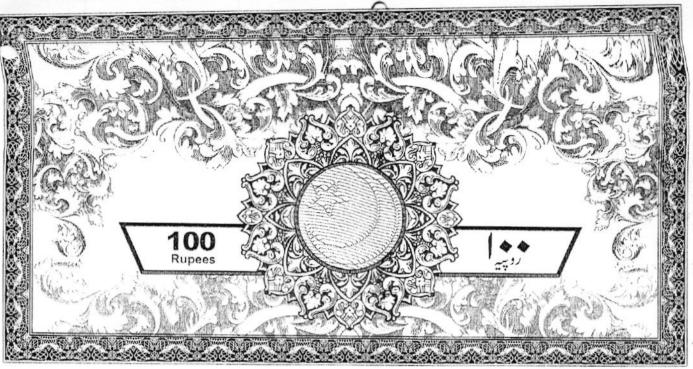
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- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the <u>Body Fabrication</u>, <u>Mild / Hard Steel Sheets Plating on</u> S/Cab Pickup duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 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 2020-21 and product particulars shall be as follows:-

S. No.	Description of Articles with Specification	Qty (Unit)	Unit Price	Total cost
1.	Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup         1. Pipe size 14 Chauge for main pipes (QJ Pipe).         2. Augle incomest stand pipe size 114" x 14 gauge.         3. Pipe for back stand pipe size 114" x 14 gauge.         4. Augle incomest stand pipe size 114" x 14".         5. Word for sent stand pipe size 114" x 14".         6. Mander /accident back forms for sent 4".         7. Width of sent 14" x 14".         8. Mander /accident back forms for sent 4".         7. Width of sent 14" x 11".         8. Back divers for colling (types alds) 16 Cauge.         10. Angle income pipe for for come 37". ('angle) 97(width) 114" x 37".         11. Pipe for hody errors size 114" x 11".         12. Back pipe for for come 37". ('angle) 97(width) 114" x 37".         13. Back divers for colling (types alds) 16 Cauge.         14. Sends gauge for colling 114" x 114" (14 gauge).         15. Our first stand for 1040" with y pipe sci bases sheet (14-Cauge).         16. Our first stand form with for an allow gain is scients.         17. Our first stand form with for an and safety gifl outskic, (Plasic glass).         18. Of lang first gauge 300" (OI 34) with movement cycles.         19. Oth first gauge 500" (OI 34) with movement cycles.         19. Oth first gauge 500" to issue the first in movement cycles.         19. Oth first gauge 51" (37" x 3" x 30ml) (OI 30) outher piste         11.	188 1885 PROM 1885 PROM	Rs. 397,000/- Per unit	Rs. 74,636,,000/- (Seventy four million six hundred thirty six sthousand only)

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

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup 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 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.
- Supplier will be responsible for removing the fault, repairing and replacing the defective store during 4.5 warranty period of 1-Years.
- Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the 4.6 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 Tele-communication HQrs at Malik Saad Shaheed Police Lines Peshawar.

#### 5. Applicable Law:-

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

#### 6. **Dispute Resolution:-**

- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall 6.2 be referred to arbitration by a single arbitrator to be appointed by each party.
- In case the dispute could not be resolved by the arbitrators, as so appointed, the matter shall be referred 6.3 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:-**

- The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior written notice 7.1 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 7.2 Government, impair or vary significantly the terms and conditions of this agreement; and
- Consequently upon the termination the Government or the Supplier, as the case may be, shall 7.3

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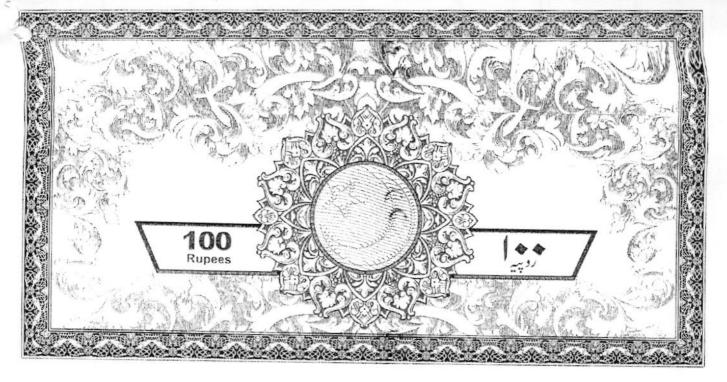
For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

WITNESS AIG (F&P) CPO-PESHAWAR

103HIV Supplier : Sardar Khan Name Designation : Managing Director CNIC No : 17301-7424834-5 ñ 003151-Witness by Supplier : Ejaz Khan Name : Zafeer Gul F. Name 17301\_1636047\_3 CNIC No 

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# G939324



# CONTRACT AGREEMENT NO. P/ 2418 /CA/AP-II/SPORTS & GAMES/2020-21, DATED 29/ 4 /2021 FOR SUPPLY OF SPORTS & GAMES ITEMS TO CENTRAL POLICE OFFICE (CPO) KHYER PAKHTUNKHWA PESHAWAR

This contract agreement is made and entered into on <u>129/4</u>/2021 BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through <u>Inspector General of Police (hereinafter referred as the "purchaser"</u>) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the First part and <u>M/S</u> Fitmania, Shop No. 17-18A, Bhittani 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 <u>Sports & Games items</u> 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 <u>Sports & Games items</u> and is a registered unit under the law of Pakistan having its registered office at <u>Shop No. 17-18A</u>, <u>Bhittani Plaza</u>, <u>University Town</u> <u>Peshawar (Pakistan)</u>.

AND WHEREAS the First party invited tenders for supply of the <u>Sports & Games items</u> 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.

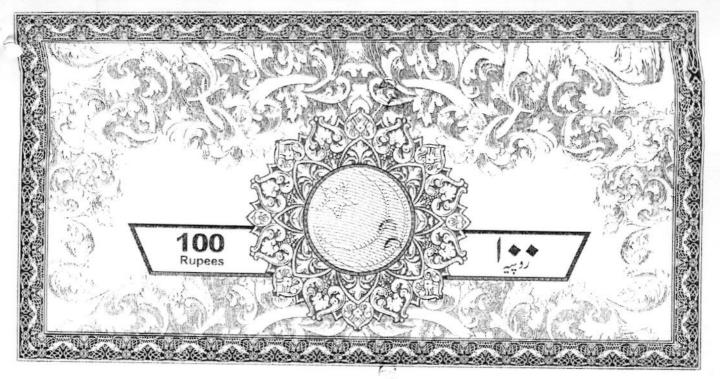
#### NOW, THEREFORE, BOTH THE PARTIES-HEREBY AGREED AS FOLLOWS:

- 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 <u>Sports & Games items</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 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 2020-21 and product particulars shall be as follows:-

Sr. No.	Name of Store	Qty	Unit Price including all taxes PKR	Total amount
Cricket 7	ſeam		FJ	
1	Track Suite	18	2,900	52,200
2	Training Kit	18	1,600	28,800
3	Cricket Ball White color	30	1,350	40,500
4	Cricket Ball Red color	50	1,300	65,000
5	Match Shoes (Gripper)	18	4,500	81,000
6	Hanging bags	18	2,850	51,300
7	Socks	18	C 190	3,420
Hockey 1	Feam		~	
1	Track Suite	20	2,900	58,000
2	Training Kit	20	1,600	32,000
3	Match Kit	20	1,480	29,600
4	Hockey Ball	50	2,950	147,500
5	Shin Pads	20	1,450	29,000
6	Hockey Stick bag	20	5,300	106,000
7	Hockey Sticks	20	8,700	174,000
8	Match Shoes (Gripper)	20	O 4,400	88,000
9	Hanging Bags	20	2,850	57,000
10	Socks	40	200	8,000
11	Hockey Gloves	20	850	17,000
Football				
1	Track Suite	20	2,900	58,000
2	Football match kit	20	1,450	29,000
3	Footballs	40	4,950	198,000
4	Match Shoes (Nike)	19	22,000	418,000
5	Hanging bags	20	2,850	57.000

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Sr. No.	Name of Store	Qty	Unit Price including all taxes PKR	Total amount
Volleyba	ll Team			
1	Track Suite	8	2,900	23,200
2	Training Kit	8	1,600	12,800
3	Match Kit	8	1,650	13,200
4	Volley Ball match ball	50	7,400	370,000
5	Match Shoes	8	6,500	52,000
6	Socks	24	190	4,560
7	Hanging bags	8	2,850	22,800
Badmint	on Team			
1	Track Suite	8	2,900	23,200
2	Training Kit	8	1,600	12,800
3	Match Kit	8	1,450	11,600
4	Shuttle cock (Dozen)	50	3,000	150,000
5	Rackets	8	9,300	74,400
6	Match Shoes	8	6,450	51,600
7	Socks	24	190	4,560
Tennis				
1	Tennis Balls (Carton)	5	4,450	22,250
2	Tennis Rackets	8	48,000	384,000
3	Tennis Net	1	73,500	73,500
4	Training kit tennis	5	1,600	8,000
6	Tennis Shoes	4	24,550	98,200
			/Total contract value	3,248,590

(Rupees three million two hundred fourty eight-thousand five hundred ninety only)

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

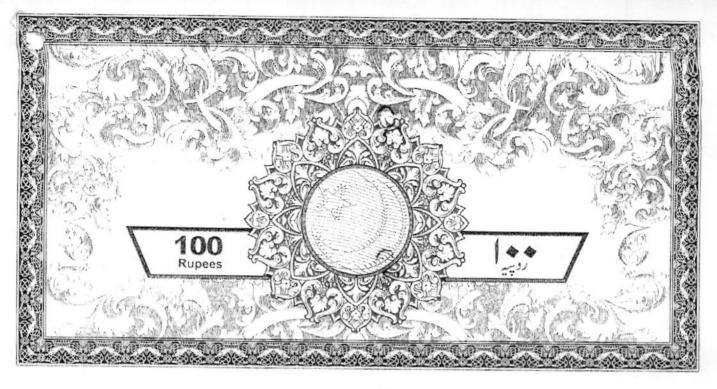
- The following are the responsibilities of the Government.
- Government shall place a demand for supply of Sports & Games items and shall make payment on delivery of the item after 3.1 successful inspection by the inspection committee of the Government.
- Coordination with the Seller/Supplier and placing demand and payment. 32
- 3.3 Government will be responsible for placing the demand list to the Supplier.
- Responsibility of the Seller/Supplier:-4.
- Coordination with the Government in supply of the store. 41
- Completion of the delivery will be 30-Days from the date of signing the contract. 4.2
- Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will be accepted only after 4.3 successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR. 4.4
- Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of 1-Years. 4.5
- Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to 4.6 time.
- Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to 4.7 violation of terms and condition of the contract.
- In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 4.8 5% of the total contract price.
- The store will be delivered to Central Police Office (CPO) Peshawar. 4.9

#### Applicable Law:-5.

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.

#### Dispute Resolution:-6.

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- 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:-

9.1

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.

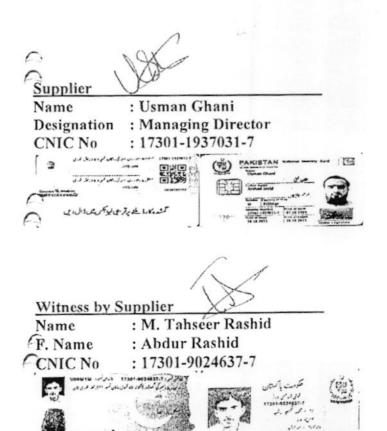
#### 9. Force Majeure:-

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.

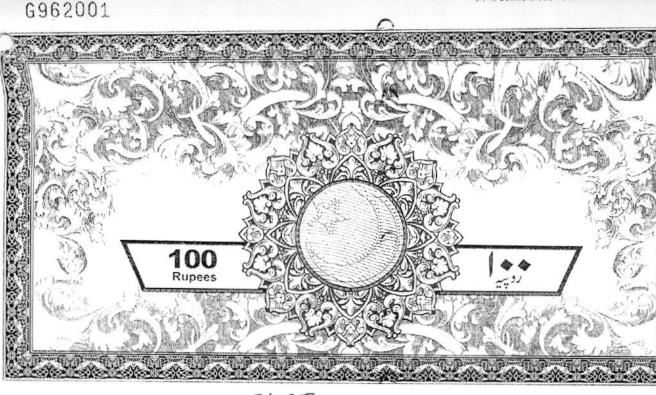
For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

WITNESS

AIG (F&P) CPO PESHAWAR







2455 CONTRACT AGREEMENT NO. P/ /CA/AP-II/WATER COOLER/2020-21, DATEDS 105 12021 FOR SUPPLY OF ELECTRIC WATER COOLER TO KHYBER PAKHTUNKHWA POLICE (Training of Levies & Khasadar)

This contract agreement is made and entered into on 3/05/2021 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 assignce of the First part and M/S A&S Trading, Shop No. 05, GF Khalid Plaza, "A" Block, Blue Area Islamabad (Pakistan) which expression shall whenever the context requires, include his successor-in-interest, representative and assignce of the second part.

Whereas the First party desirous to purchase Electric Water Cooler 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 Electric Water Cooler and is a registered unit under the law of Pakistan having its registered office at Shop No. 05, GF Khalid Plaza, "A" Block, Blue Area Islamabad (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Electric Water Cooler 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:

- Commencement, Duration and Extension:-1.
- 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 Electric Water Cooler duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 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 2020-21 and product particulars shall be as follows:-

S No.	Description of Articles with Specification	Qty (Nos)	Unit Price	Total contract value
1	Electric Water Cooler Copacity minimum 65 litters Stainless Steel Body, durable & rugged Non-Magnet Sminless Steel Water Tank (food grade) 2 Stainless steel taps Imported Compressor Three years warranty for Compressor & One year for Parts	79	Rs. 35,378/-	Rs. 2,794,862/- (Two million seven hundred ninety four thousand eight hundred sixty two only)

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

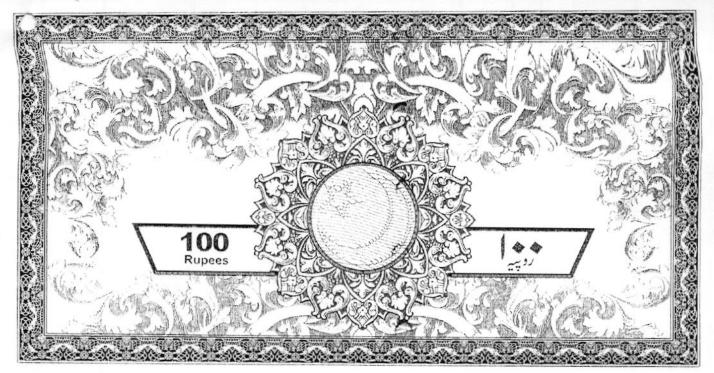
- The following are the responsibilities of the Government.
- Government shall place a demand for supply of Electric Water Cooler and shall make payment on delivery of the item after 3.1 successful inspection by the inspection committee of the Government.
- Coordination with the Seller/Supplier and placing demand and payment. 3.2
- 3.3 Government will be responsible for placing the demand list to the Supplier.
- 4. Responsibility of the Seller/Supplier:-
- 41 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.
- Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will be accepted only after 4.3 successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR. 4.4
- Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of 1-Years. 4.5
- Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time. 4.6
- Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation 4.7 of terms and condition of the contract.
- the case of licitated supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of 4.8 the total contract price.
- The store Will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar. 4.9

#### 5. Applicable Law-

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

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#### 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. <u>Termination of Agreement:</u>-

- 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.

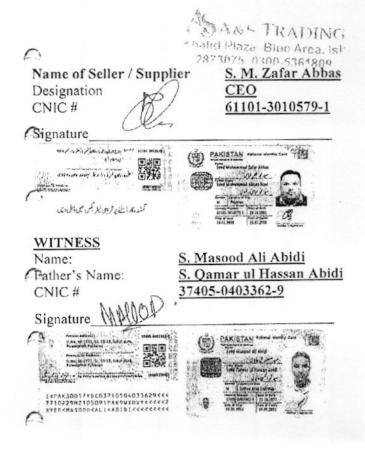
#### 9. Force Majeure:-

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.

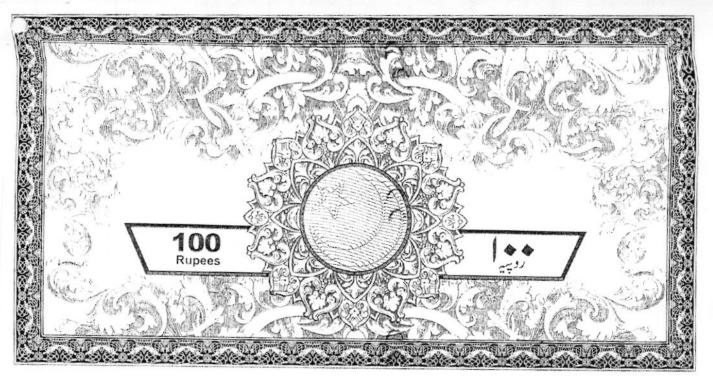
For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

WITNESS

AIG (F&P) CPO PESHAWAR



#### F083411



#### CONTRACT AGREEMENT NO. P/ 2448 /CA/AP-II/P. FAN AND W. BOARD/2020-21, DATED 3 /05/2021 FOR SUPPLY OF PEDESTAL FAN AND WHITE BOARD TO KHYBER PAKHTUNKHWA POLICE (Training of Levies & Khasadar)

This contract agreement is made and entered into on <u>3 /65 /2021</u> BY AND BETWEEN, the Governments of the Province of the Khyber Pakhfunkhwa, through <u>Inspector General of Police</u> (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 <u>M/S Occeans Trade Enterprises</u>, <u>Office # 7, Mumtaz Tower Gulberg No. II, Main Gulberg Road Peshawar (Pakistan)</u> 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 <u>Pedestal Fan and White Board</u> 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 <u>Pedestal Fan and White Board</u> and is a registered unit under the law of Pakistan having its registered office at <u>Office # 7, Mumtaz Tower Gulberg No. II, Main Gulberg Road Peshawar (Pakistan).</u>

AND WHEREAS the First party invited tenders for supply of the <u>Pedestal Fan and White</u> <u>Board</u> 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:-

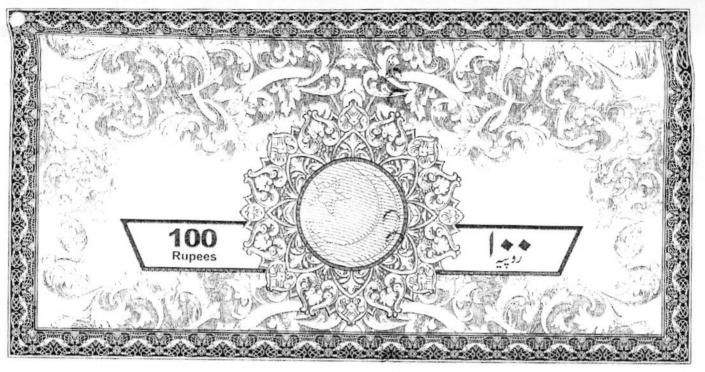
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the <u>Pedestal Fan and White Board</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 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 2020-21 and product particulars shall be as follows:-

S. No.	Description of Articles with Specification	Qty (Kgs)	Unit Price	Total cost
1.	Pedestal Fan         • 24" Size         • Complete Metallic Body         • Totally Concealed         • Rustproof Strong Body         • 3-Years Motor Warranty	485	Bs. 5,540/-	Rs. 2,686,900/-
2	White Board         Board         • Color Milky White         • Frame: Premium Aluminum         • Size: 4x6 ft         Stand	135	Rs. 4,960/-	Rs. 669,6004 Notary Public

#### F083412



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	Tot	al contract value	Rs. 3,356,500/- (Rupees three million three hundred fifty six thousand five hundred only)
<ul> <li>Metal: Iron, Al</li> <li>Size: Customiz</li> <li>Heavy duty trip</li> <li>Foldable.</li> </ul>	ed and standard		

# 3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>Pedestal Fan and White Board</u> 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. <u>Responsibility of the Seller/Supplier:-</u>

- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be <u>30-Days</u> 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 <u>1-Years</u>.
- 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.

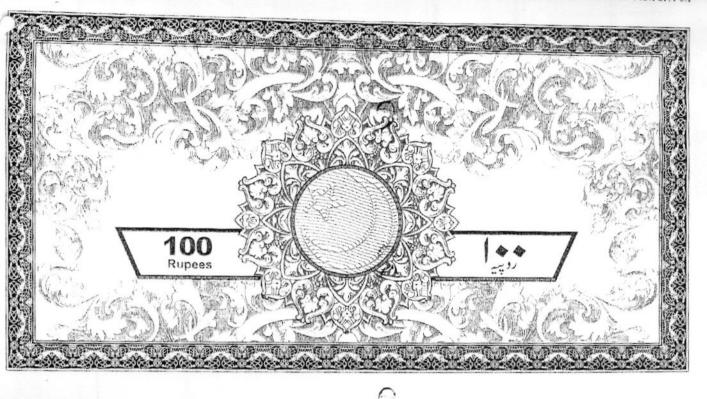
#### 5. Applicable Law:-

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:-

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- 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



#### Termination of Agreement:-

- The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior written notice 7.1 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 7.2 Government, impair or vary significantly the terms and conditions of this agreement; and
- Consequently upon the termination the Government or the Supplier, as the case may be, shall 7.3 reimburse each other for any loss or damage arising out of the termination.

#### 8.

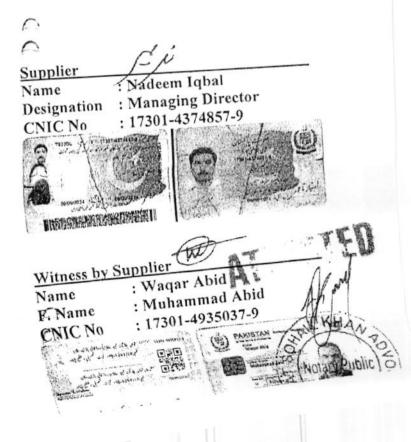
Any notice given under the provisions of this agreement shall be in writing and if sent by registered mail, and shall be deemed to have been served on the following days i.e. date of posting, appropriately 8.1 addressed. If notice is sent by telex or fax it shall be deemed to have been served when transmissions thereof to the appropriate telex or fax number sent out below has been received.

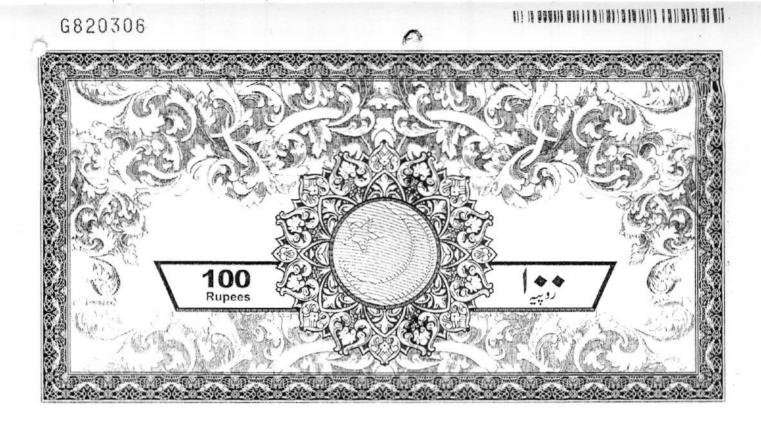
#### 9.

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 9.1 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.

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

WITNESS AIG (F&P) CPO PESHAWAR





#### CONTRACT AGREEMENT NO. P/ 1967/CA/AP-II/BODY FABRICATION/2020-21, DATED 8 /04/2021 FOR WORK OF BODY FABRICATION AND MILD / HARD STEELTSHEETS PLATING ON S/CAB PICKUPS FOR KHYBER PAKHTUNKHWA POLICE OF NMAS

This contract agreement is made and entered into on  $\frac{8/94}{2021}$  BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through <u>Inspector General of Police</u> (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 <u>M/S Frontier Works Promoters</u>, <u>Opposite Mall Mandi, Ittefaq Flour Mills, Jogian GT Road Peshawar (Pakistan) (hereinafter referred to as Suppliers</u>) 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 <u>Body Fabrication</u>, <u>Mild / Hard Steel Sheets</u> <u>Plating on S/Cab Pickup</u> 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 <u>Body</u> <u>Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup</u> and is a registered unit under the law of Pakistan having its registered office at <u>Opposite Mall Mandi, Ittefaq Flour Mills, Jogian GT Road</u> <u>Peshawar (Pakistan).</u>

AND WHEREAS the First party invited tenders for supply of the <u>Body Fabrication, Mild /</u> <u>Hard Steel Sheets Plating on S/Cab Pickup</u> 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:

#### Commencement, Duration and Extension:-

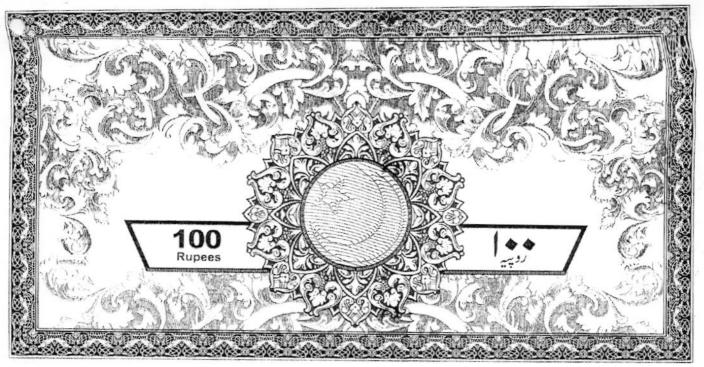
1.

- 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 <u>Body Fabrication, Mild / Hard Steel Sheets Plating on</u> <u>S/Cab Pickup</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 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 2020-21 and product particulars shall be as follows:-

S. No.	Description of Articles with Specification	Qty (Unit)	Unit Price	Total cost
1.	Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup         1. Pipe size 14 Change for make ploce (0.1 Pipe).         2. Angle loce must stand ploce size (14* x 14 gauge.         3. Pipe for back seats 14 gauge.         4. Angle loce must stand plot size (14* x 14 gauge.         5. Pipe for back seats 14 gauge.         6. Angle loce must stand plot size (14* x 14* gauge.         7. With off are set just 14* x 14*.         8. Manuer Acquivalant hard hows for seat 4*.         7. With off are set just 14* x 14*.         8. Manuer Jata 14*.         9. Sand share the colling (types side) 16 Clauge.         10. Angle incore pipe for fort and x 25*.         11. Pipe for hock seats or better material for smalline.         12. Bedy public form floor to colling (14* angle incore pipe initide, constraints share)         13. Height from floor to colling (14* angle incore pipe incore).         14. Bed from a data and for BMD with gauge and base share (14* comps).         15. Coursen stand 14* angle incore (14* angle incore).         16. One frond stand for BMD with gauge static states.         17. One frond stand for BMD with gauge states these (14* comps).         18. Other ford gauge shows with forme and actify pill exterior.         19. Other ford gauge for the state state in the filled in more more appring the to the did where it states place.         19. Othe kert poring kerts is filled in more more appring the t	71 RKS PROMO	Rs. 397,000/- Per unit	Rs. 28,187,000/- (Twenty eight million on buindred eighty seven thousand only)

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# G820307



# 3. Responsibility of the Government:-

- The following are the responsibilities of the Government.
- 3.1 Government shall place a demand for supply of <u>Body-Fabrication, Mild / Hard Steel Sheets Plating</u> on <u>S/Cab Pickup</u> 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 <u>60-Days</u> 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 <u>1-Years</u>.
- 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 Tele-communication HQrs at Malik Saad Shaheed Police Lines Peshawar.

#### 5. <u>Applicable Law:-</u>

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:-

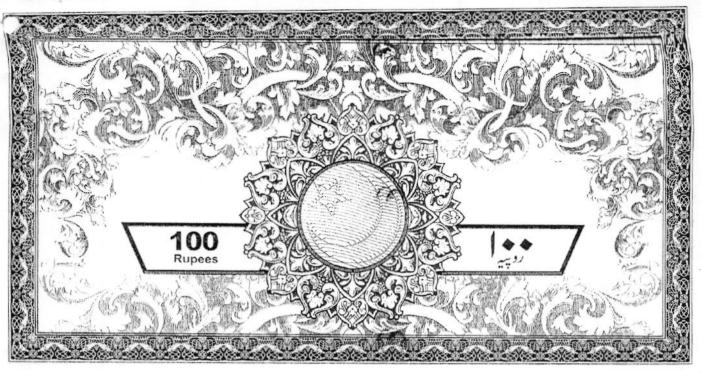
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single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

#### G820308

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#### 8. <u>Notices:-</u>

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 accorresponding period of time.

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

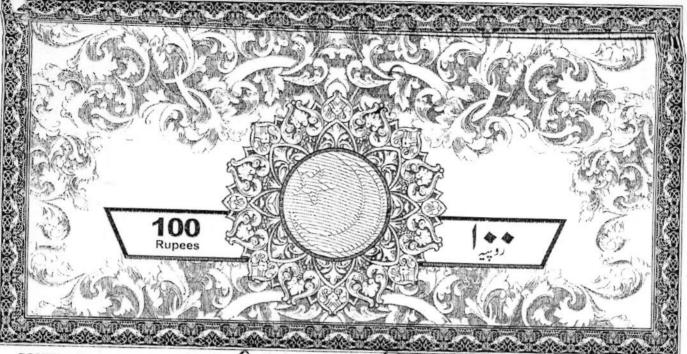
WITNESS

AIG (F&P) CPO PESHAWAR

KN PROMOTORS ESHAWAH Supplier : Sardar Khan Name Designation : Managing Director CNIC No : 17301-7424834-5 A STAR ALL AN PALL ald a wide up and and -123651-Witness by Supplier Name : Ejaz Khan : Zafeer Gul F. Name CNIC No : 17301-1636042-3 國的同時間的目的影響

# D226738

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CONTRACT AGREEMENT NO. P/ 2032 /CA/AP-I/FURNITURE ITEMS/2020-21, DATED 9 104/2021 TO KHYBER PAKHTUNKHWA POLICE (TRAINING OF LEVIES & KHASADARS)

1. This contract agreement is made and entered into on <u>9 104 12021</u> 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 successorin-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase <u>Furniture</u> 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 <u>Furniture</u> 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. <u>Commencement, Duration and Extension:</u>

- 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 2020-21 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 2020-21 and product particulars shall be as follows:-

Sr. No.	Description	Qty	Unit Cost (Including Taxes)	Total amount
1	Chairs	5800	3,758	21,796,400
2	Guest Executive Chairs	10	6,221	62,210
3	Meeting Table	3	3,849	11,547
4	Table M No. 1.016	12	4,432	53,184
5	File Rack	4	5,227	20,908
6 '	Bench	600	3,953	2,371,800
7 .	Clothes Almirah Big Size	50	21,487	1,074,350
8	Cupboard	78	18,295	1,427,010
9	Computer Tables	-25	10,930	273,250
10	Computer Chairs	15	6,998	104,970
			C Total	27,195,629
			17% GST	4,623,257
			1% Stamp Duty	271,956
			G. Total	32,090,842

# D226741 100 Rupees

#### Responsibility of the Government: 3.

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.

#### Responsibility of the Seller/Supplier. 4.

- 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.
- Start of supply within 1-Month from the date of advance payment. 4.3
- The Supplier will display the furniture to the inspection Committee of the Government at Semi 4.4 finished shape (at factory) / finished shape (at Police Centralized Store at Malik Saad Shaheed Police Lines Peshawar).
- Supplier will be responsible for removing the fault, repairing and replacing the defective 4.5 furniture during warranty period of One (01) year.
- Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by 4.6 the Government from time to time.
- Supplier will be responsible for payment of amount assessed by Government for damages 4.7 suffered by Government due to violation of terms and condition of the contract.
- In case of delayed supply the Government will be at liberty to impose liquidated damages @ 4.8 2% per month maximum up to 5% of the total contract price.

#### Applicable Law. 5.

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.

#### **Dispute Resolution:** 6.

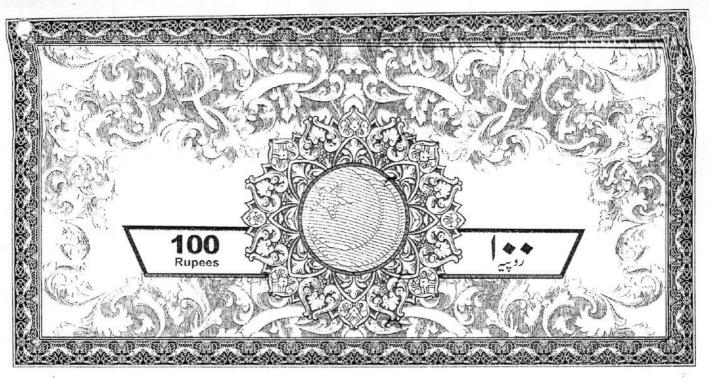
- The parties shall attempt in good faith to negotiate a settlement to any dispute between them 6.1 arising out of or in connection with this agreement.
- In the event that a dispute arises between the parties that cannot be settled amicably, the dispute 6.2 shall be referred to arbitration by a single arbitrator to be appointed by each party.
- In case the dispute could not be resolved by the afbitrators, as so appointed, the matter shall be 6.3 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: 7.

- The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior 7.1 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 7.2 Government, impair or vary significantly the terms and conditions of this agreement; and
- Consequently upon the termination the Government or the Supplier, as the case may be, shall 7.3 reimburse each other for any loss or damage arising out of the termination.

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#### 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.

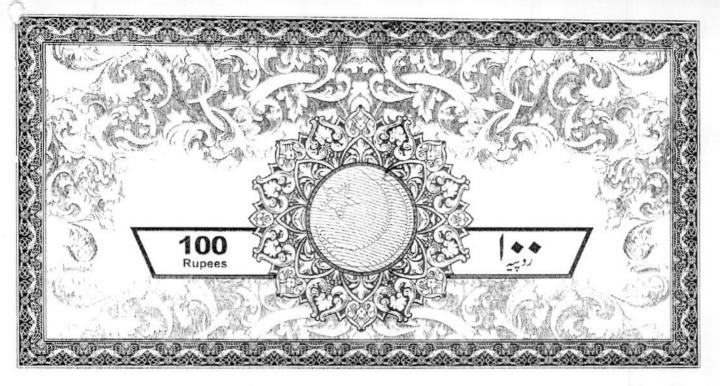
For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

Project Manager, MS Pak-German Woodworking Centre, Peshawar

WITNESS AIG (F&P) CPO PESHAWAR

WITNESS BY SUPPLIER

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#### CONTRACT AGREEMENT NO. P/ 2/22 /CA/AP-II/TRANSPORT/NMAs/2020-21, DATED 19/ 64/2021 TO KHYBER PAKHTUNKHWA POLICE PESHAWAR (NMAs)

1. This contract agreement is made and entered into on <u>104</u> <u>104</u> <u>12021</u> 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 <u>M/S Toyota Frontier Motors Pvt Ltd</u>, <u>University Road Peshawar Pakistan (hereinafter referred to as Suppliers)</u> 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 <u>Transport</u> 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 <u>Transport</u> and is a registered unit under the law of Pakistan having its registered office at <u>University Road</u> <u>Peshawar Pakistan</u>.

AND WHEREAS the First party invited tenders for supply of <u>Transport</u> 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 <u>Transport</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 or final execution of the agreement as the case may be.

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

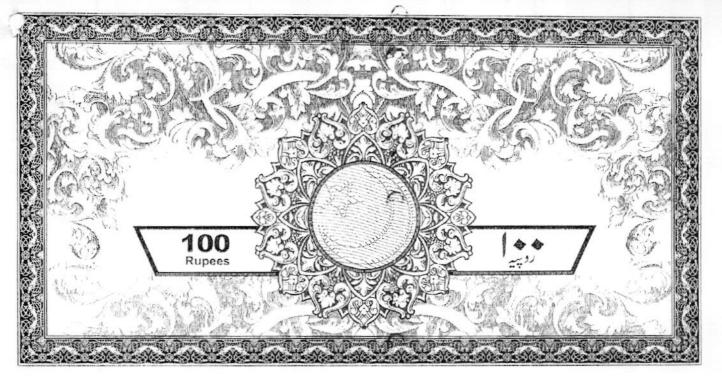
2.1 The agreement price for the current financial year 2020-21 and product particulars shall be as follows:-

Sr. No.	Description with specifications	Qty	Rate per unit inclusive all taxes	Total amount	Delivery Period
1	TOYOTA FORTUNER (Sigma-4) 4x4 Diesel Automatic Powerful IGD-FTV (High) 2755 CC 4-Cyl Inline Common-rail Diesel Engine (D-4D), 06 Speed Sequential with Paddle Shifter ECT, Automatic Transmission, Part time 4WD, Power Windows, Central Locking, Air Bags [D+P, D-Knee] ABS Brakes, Smart key with Panie, Push Start, VSC, ATC, TSC, HAC, DAC, LED Optiron Meter, Multi Info Display, 18" Alloy Rim 265/60R18 Dual Zone Auto A.C + Henter, Powered Driver Seat, Chamois/Black Leather, 8" Capacitive Infotainment System + 06 Speaker with State of the art GPS Navigation System, LED Fog Lamps, Rear Power Door etc. Pakistan Assembled	7	F: Rs. 9,991,919/-	Rs. 69,943,433/-	150 to 180-Days after advance payment
2	RHD IMV Toyota REVO "G" Manual Transmission           4X4 Double Cabin Pickup           Engine Capacity:         2755 cc. Diesel           Transmission:         06 Speed M/F           Standard Accessories:         Air Conditioner, Air Bag (D + P & Knee), Anti Lock Braking System (ABS),           Part-Fine (H2,114,1-4), Vehicle Stability Control with HAC = TSC,         7" Capacitive Screen with Navigation, Central Locking, Pewer Windows, etc.           Pakistan Assembled         ************************************	14	Rs. 6,845,960/-	Rs. 95,843,440/-	150 to 180-Days after advance payment

Total contract value Rs. 165,786,873/-

(One hundred sixty five million seven hundred eighty six thousand eight hundred seventy three only)

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

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>**Transport**</u> and shall make 100% advance payment to the Seller/Supplier against 100% bank guarantee.
- 3.2 Coordination with the Seller/Supplier and placing demand and payment.
- 3.3 Government will be responsible for placing the demand list to the Supplier.

# 4. Responsibility of the Seller/Supplier:-

- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be as per above details.
- 4.3 Supplier will supply the store which will be inspected by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- 4.4 Supplier will be responsible for removing the manufacturing fault during warranty period of 36-Months or 100,000 km which ever come first.
- 4.5 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.6 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.7 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.

#### 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. <u>Termination of Agreement:-</u>

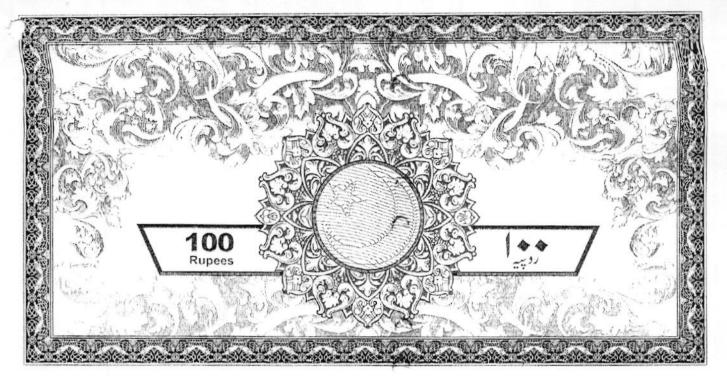
- 7.1 The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior written notice to terminate this agreement, in case supplier fails to deliver as per conditions of the contract.
- 7.2 Government can terminate the agreement when any change occur which, in the opinion of the 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

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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. <u>Force Majeure:</u> 9.1 The Parties shall n

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

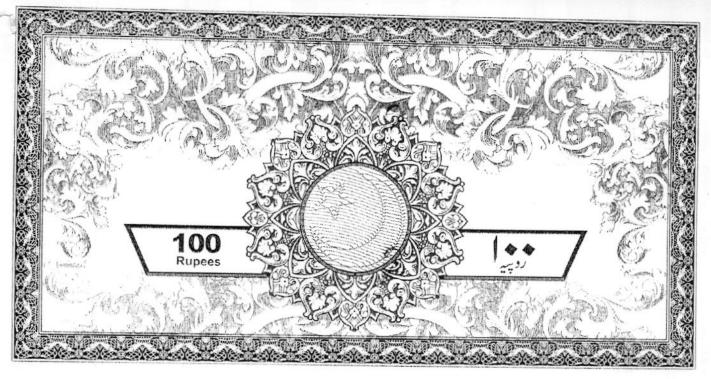
WITNESS

AIG (F&P) CPO PESHAWAR

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Supplier		74	
Name	: Irfan I	faider	
Designation	: Manag	er Sales & Marke	ting
CNIC No	: 17301-	1824149-7	
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Witness by	Supplier	Channel	K.
Name		nmad Qaisar Kha	n
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#### CONTRACT AGREEMENT NO. P. RIR / ICA/AP-II/TRANSPORT/REG/2020-21, DATED [9/ 9/2021 TO KHYBER PAKHTUNKHWA POLICE PESHAWAR (REGULAR)

1. This contract agreement is made and entered into on <u>19 109 109 12021</u> 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 <u>M/S Toyota Frontier Motors Pvt Ltd</u>, <u>University Road Peshawar Pakistan (hereinafter referred to as Suppliers)</u> 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 <u>**Transport**</u> 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 <u>Transport</u> and is a registered unit under the law of Pakistan having its registered office at <u>University Road</u> <u>Peshawar Pakistan</u>.

AND WHEREAS the First party invited tenders for supply of <u>**Transport**</u> 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

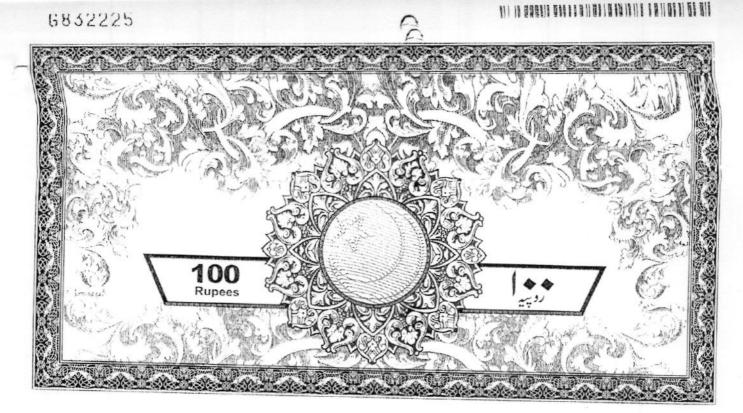
#### 1. Commencement, Duration and Extension:-

- 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 <u>**Transport**</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 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 2020-21 and product particulars shall be as follows:-

Sr. No.	Description with specifications	Qty	Rate per unit inclusive all taxes	Total amount	Delivery Period
1	TOYOTA FORTUNER (Sigma-4) 4x4 Diesel Automatie Powerful IGD-FTV (Higb) 2755 CC 4-Cyl Inline Common-rail Diesel Engine (D-4D), 06 Speed Sequential with Paddle Shifter ECT, Automatic Transmission, Part time 4WD, Power Windows, Central Locking, Air Bags [D+P, D-Knee] ABS Brakes, Smart key with Panic, Push Start, VSC, ATC, TSC, HAC, DAC, LED Optitron Meter, Multi Infin Display, 18° Alloy Rim 265/60R18 Dual Zone Auto A.C + Heater, Powered Driver Scat, Chamois/Black Leather, 8° Capacitive Infotainment System + 06 Speaker with State of the art GPS Navigation System, LED Fing Lampt, Rear Power Door etc. Pakistan Assembled	5	Rs. 9,991,919/-	Rs. 49,959,595/- (Fourty nine million nine hundred fifty nine thousand five hundred ninety five only)	150 to 180-Days after advance payment



## 3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>**Transport**</u> and shall make 100% advance payment to the Seller/Supplier against 100% bank guarantee.
- 3.2 Coordination with the Seller/Supplier and placing demand and payment.
- 3.3 Government will be responsible for placing the demand list to the Supplier.

#### 4. <u>Responsibility of the Seller/Supplier:-</u>

- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be as per above details.
- 4.3 Supplier will supply the store which will be inspected by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- 4.4 Supplier will be responsible for removing the manufacturing fault during warranty period of 36-Months or 100,000 km which ever come first.
- 4.5 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.6 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.7 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.

#### 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.

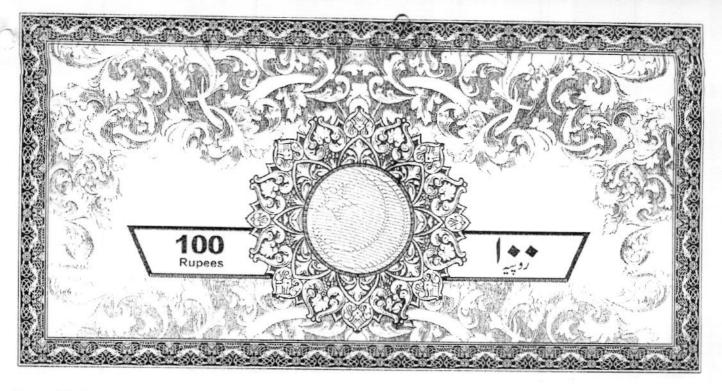
#### 6. Dispute Resolution:-

- 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. <u>Termination of Agreement:-</u>

- 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.

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#### 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

WITNESS AIG (F&P) CPO PESHAWAR

Supplier : Irfan Haider. Name Designation : Manager Sales & Marketing : 17301-1824149-7 CNIC No تشد ، ١٠١ ف يرتر مي لي بس ش دال دي Witness by Supplier : Muhammad Qaisar Khan Name : Shirin Muhammad F. Name : 16202-4416349-7 CNIC No 760 4.N الا المجريد والمراجع والمراجع المراجع San Lange الشددارة يشفني الرجوالية المسانتي ذال دندس



CONTRACT AGREEMENT NO. P/ 244/ /CA/AP-JI/TRANSPORT/REG/2020-21, DATED 3 / 05/2021 FOR SUPPLY OF PICKUPS & AMBULANCES TO KHYBER PAKHTUNKHWA POLICE PESHAWAR (REGULAR)

1. This contract agreement is made and entered into on <u>3</u> /o<u>5</u> /2021 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 <u>M/S Toyota Frontier Motors Pvt Ltd.</u> University Road Peshawar Pakistan (hereinafter referred to as Suppliers) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase <u>Transport</u> 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 <u>Transport</u> and is a registered unit under the law of Pakistan having its registered office at <u>University Road</u>

AND WHEREAS the First party invited tenders for supply of <u>Transport</u> 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 <u>**Transport**</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 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 2020-21 and product particulars shall be as follows:-

Sr. No.	Description	Qty	Rate per unit inclusive all taxes	Total amount	Delivery Period
1	S/Cabin Pickup (4x2)	33	Rs. 3,925,758/-	Rs. 129,550,014/-	120-150 Days after advance payment
2	S/Cabin Pickup (4x4)	9	Rs. 5,319,697/-	Rs. 47,877,273/-	120-150 Days after advance payment
3	Ambulance	3	Rs. 8,539,000/-	Rs. 25,617,000/-	5-6 Month after advance payment
	•		Total contract value	Rs. 203,044,287/-	

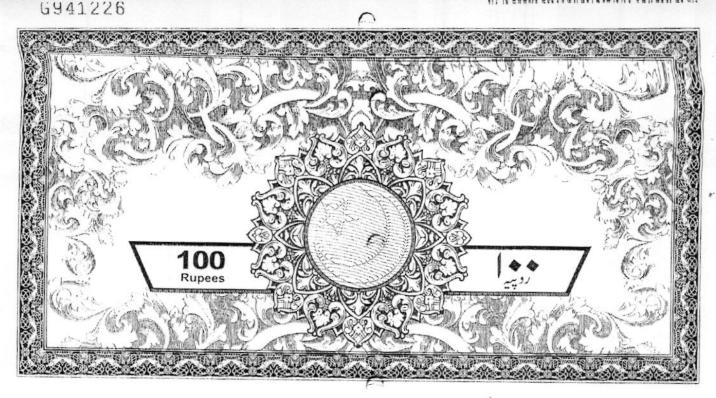
#### (Rupees two hundred three million fourty four thousand two hundred eighty seven only)

# 3. Responsibility of the Government:-

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of <u>Transport</u> and shall make 100% advance payment to the Seller/Supplier against 100% bank guarantee.
- 3.2 Coordination with the Seller/Supplier and placing demand and payment.
- 3.3 Government will be responsible for placing the demand list to the Supplier.





#### 4. <u>Responsibility of the Seller/Supplier:-</u>

- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be as per above details.
- 4.3 Supplier will supply the store which will be inspected by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- 4.4 Supplier will be responsible for removing the manufacturing fault during warranty period of 36-Months or 100,000 km which ever come first.
- 4.5 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.6 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.7 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.

#### 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. <u>Termination of Agreement:-</u>

- 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. <u>Force Majeure:</u> 9.1 The Partice of U

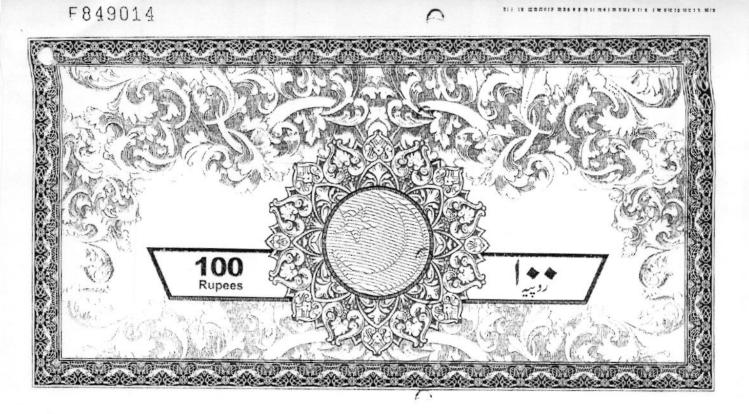
The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties.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

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

WITNESS

AIG (F&P) CPO PESHAWAR

Supplier Name : Irfan Haider Designation : Manager Sales & Marketing CNIC No : 17301-1824149-7 8 أشده كارالط يرقر عي ليربك Witness by Supplier : Muhammad Qaisar Khan Name F. Name : Shirin Muhammad CNIC No : 16202-4416349-7 10003-0010100-0 PAKISTAP بدين لم إي خل مدي PALELSH'SA 4344 44.1 % تمشد اكاروشف تريبهما ليغربا سالتها والباديان



# CONTRACT AGREEMENT NO. P/ 1936 /CA/AP-II/D. COMPUTER & UPS/2020-21, DATED 7 /64/2021 FOR SUPPLY OF DESKTOP COMPUTERS & UPS (1-KVA) TO KHYBER PAKHTUNKHWA POLICE (NMAS BUDGET)

This contract agreement is made and entered into on <u>7 1° 4 /2021</u> BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through <u>Inspector General of Police (hereinafter referred as the "purchaser"</u>) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the First part and <u>M/S-Team One Solution & Products, TF-97, Deans Trade Centre Peshawar Cantt: (Pakistan)</u> 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 <u>Desktop Computers & UPS (1-KVA)</u> 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 <u>Desktop</u> <u>Computers & UPS (1-KVA)</u> and is a registered unit under the law of Pakistan having its registered office at <u>TF-97, Deans Trade Centre Peshawar Cantt: (Pakistan).</u>

AND WHEREAS the First party invited tenders for supply of the <u>Desktop Computers & UPS</u> (<u>1-KVA</u>) 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:

Commencement, Duration and Extension:-

1.

- 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 <u>Desktop Computers & UPS (1-KVA)</u> duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2020-21 or final execution of the agreement as the case may be.

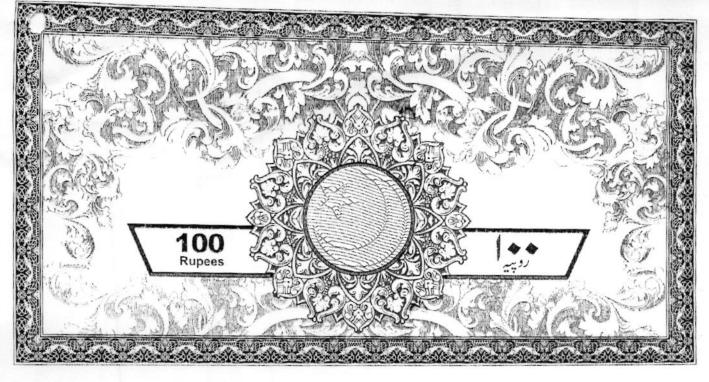
#### 2. Agreement Price and Product Specification:-

2.1 The agreement price for the current financial year 2020-21 and product particulars shall be as follows:-

S No.	Description of Articles with Specification	Qty (Nos)	Unit Price	Total cost
1	Desktop computer         • 10° Generation Intel Core-17 3.0 GHz (or higher)         • RAM & GB DDR-4         • One TB SATA (7200-rpm Hard drive or higher)         • Optical Drive; DVD-RW         • Integrated Intel® IND Graphics         • Integrated Olgabit NIC         • Wireless Connectivity         • Integrated High Definition Audio         • USB Keyboard & USB optical Scroll Mouse         • 18.5-inch Widescreen LED Display         • Licensed Microsoft Windows 10 Professional (64 bits) and Licensed Anti-Virus         • One-year warranty	91 0	Rs. 142,800/-	Rs. 12,994,800/-
2 2 C	UPS (1-KVA) I-KVA (Branded) 2-Backup 15 minutes (minimum) on full load 3-Copper wound 4-One year warranty	<sup>91</sup> C	Rs. 19,800/-	Rs. 1,801,800/-
Noy!	at the second	Willer and Helevier an		Rs. 14,796,600/-

TOTAL CONTRACT VALUE (Fourteen million seven hundred ninety

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

# The following are the responsibilities of the Government.

- Government shall place a demand for supply of Desktop Computers & UPS (1-KVA) and shall make 3.1 payment on delivery of the item after successful inspection by the inspection committee of the Government.
- Coordination with the Seller/Supplier and placing demand and payment. 3.2
- Government will be responsible for placing the demand list to the Supplier. 3.3

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

- Coordination with the Government in supply of the store. 4.1
- Completion of the delivery will be 60-Days from the date of signing the contract.
- Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will 4.2
- be accepted only after successful inspection by Inspection Committee of the Government. The Inspection 4.3 Committee may acquire the services of a suitable testing facility if so required. Supplier will be responsible for depositing performance security @ 10% of the total contract value in
- 4.4 Supplier will be responsible for removing the fault, repairing and replacing the defective store during shape of CDR.
- Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the 4.5
- Supplier will be responsible for payment of amount assessed by Government for damages suffered by 4.6 Government from time to time.
- Government due to violation of terms and condition of the contract. In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per 4.7
- month maximum up to 5% of the total contract price. The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar. 4.8
- 4.9

# The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws 5.

especially Procurement Laws for the time being in force.

# Dispute Resolution:-

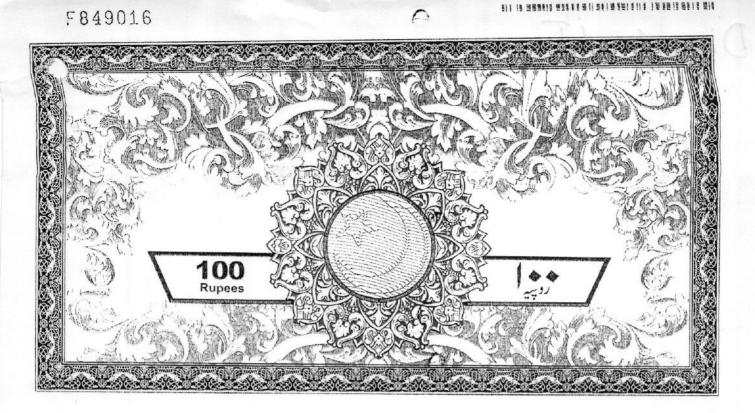
7.

7.3

- The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out 6. of or in connection with this agreement. 6.1
- In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be In case the dispute could not be resolved by the arbitrators, as so appointed, the matter shall be referred referred to arbitration by a single arbitrator to be appointed by each party. for arbitration under the arbitration Act, 1940. The decision under the said Act, in respect of the dispute, 6.2
- 6.3

shall be final and binding on both the Parties. The seat of arbitration shall be Peshawar.

- The Government may, at any time upon giving the Seffer/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 Consequently upon the termination the Government or the Supplier, as the case may be, shall reimburse 7.1 12



#### 8. <u>Notices:-</u>

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.

OOU

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

WITNESS

AIG (F&P) CPO PESHAWAR

Name of Seller	·/ Supplier	Imdad Ullah
Designation		Sales Executive
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Signature	- An-	
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WITNESS	A. 12 0	
Name:	Shehz	zad Khan
Father's Name	: Shaul	kat Khan
CNIC #	1730	1-4833586-7
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Signature		PAKISTAN Melene Mentry Com
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