

CONTRACT AGREEMENT NO. PI/1942/ICA/AP-II/D. COMPUTER & UPS/2020-21, DATED 7/10/2021 FOR SUPPLY OF DESKTOP COMPUTERS & UPS (1-KVA) TO KHYBER PAKHTUNKHWA POLICE (REGULAR BUDGET)

This contract agreement is made and entered into on 7/10/2021 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 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 Department.

AND WHEREAS the Second party has the specialty in manufacturing and supply of the Desktop 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:

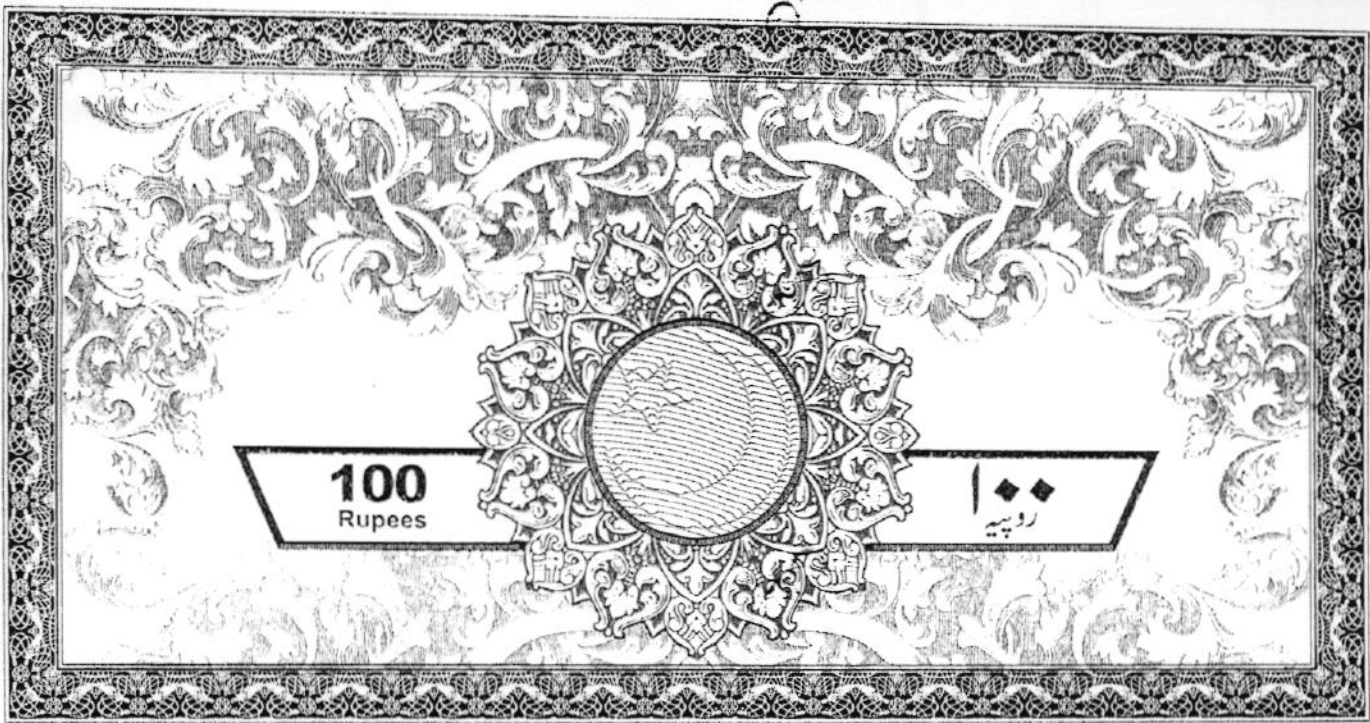
1. Commencement, Duration and Extension:-

- 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 Desktop Computers & UPS (1-KVA) 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 <ul style="list-style-type: none"> • 10th Generation Intel Core-i7 3.0 GHz (or higher) • RAM 8 GB DDR-4 • One TB SATA (7200-rpm Hard drive or higher) • Optical Drive; DVD-RW • Integrated Intel® HD Graphics • Integrated Gigabit 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 	170	Rs. 142,800/-	Rs. 24,276,000/-
2	UPS (1-KVA) <ul style="list-style-type: none"> 1- KVA (Branded) 2-Backup 15 minutes (minimum) on full load 3-Copper wound 4-One year warranty 	190	Rs. 19,800/-	Rs. 3,762,000/-
TOTAL CONTRACT VALUE				Rs. 28,038,000/- (Twenty eight million thirty eight



3. Responsibility of the Government:-

The following are the responsibilities of the Government.

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

4. Responsibility of the Seller/Supplier:-

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

5. Applicable Law:-

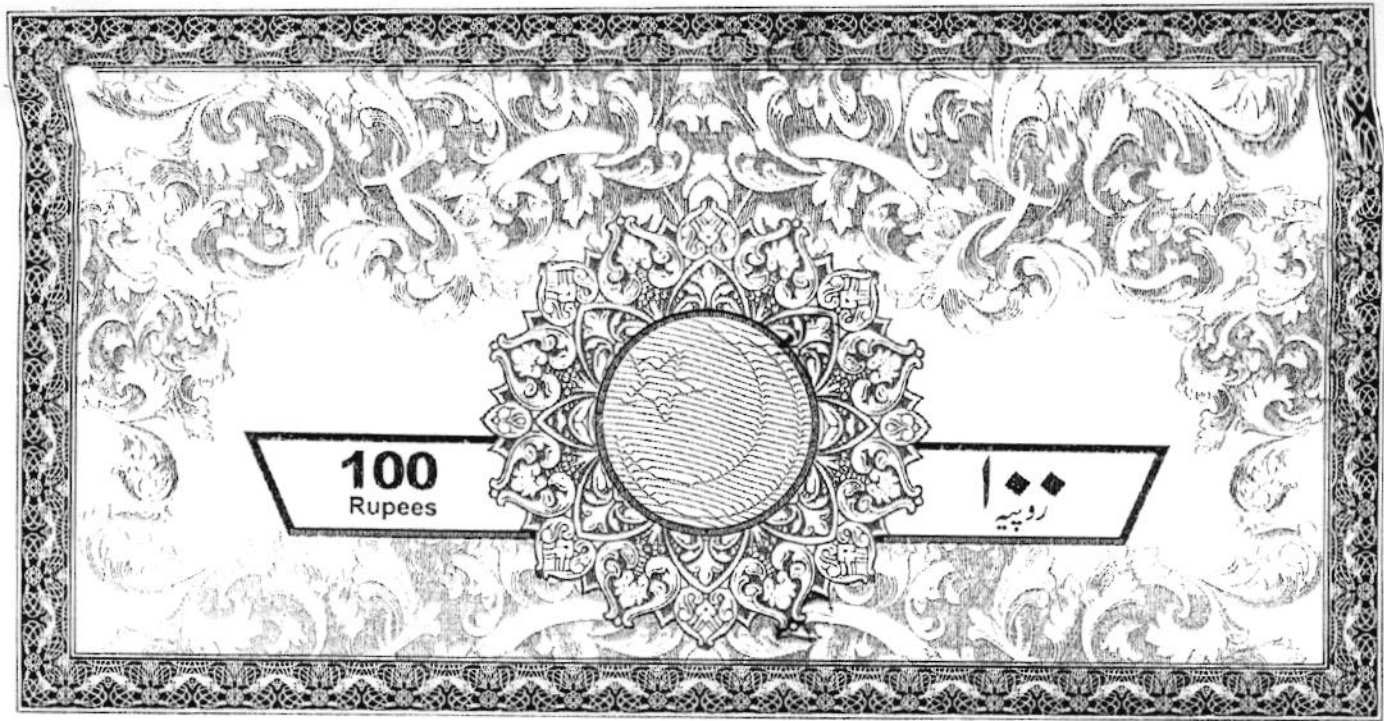
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

6. Dispute Resolution:-

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

7. Termination of Agreement:-

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

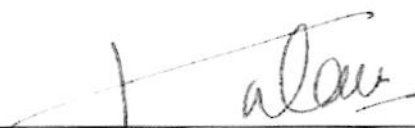


8. Notices:-


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.

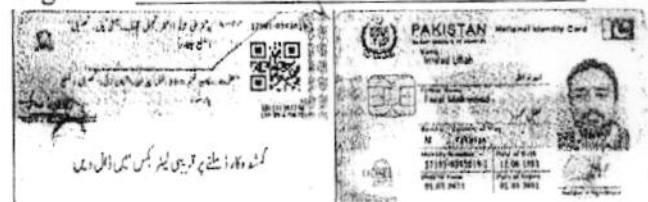
9. Force Majeure:-

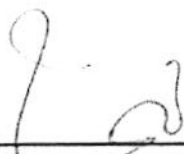
9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties.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

Name of Seller / Supplier Imdad Ullah
Designation Sales Executive
CNIC # 17101-0343019-1

Signature 

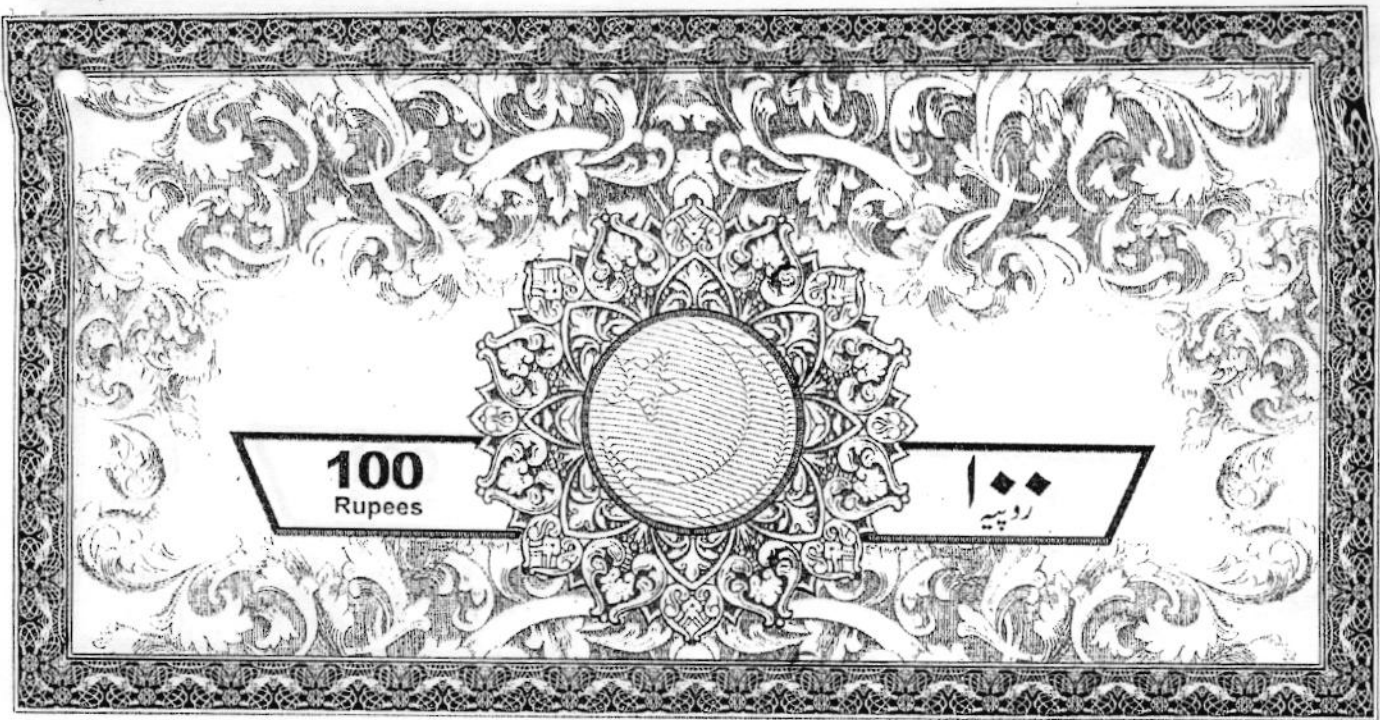



WITNESS
AIG (F&P) CPO PESHAWAR

WITNESS
Name: Shehzad Khan
Father's Name: Shaukat Khan
CNIC # 17301-4833586-7

Signature 





**CONTRACT AGREEMENT NO. P/ 1887/CA/AP-II/SCANNER/2020-21, DATED 5/04/2021
FOR SUPPLY OF SCANNER WITH ADF TO KHYBER PAKHTUNKHWA POLICE (REGULAR)**

This contract agreement is made and entered into on 5/04/2021 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 M/S Shirazi Trading Company (Pvt) Ltd, 4th Floor Marhaba IT Tower, University Road, 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 Scanner with ADF 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 Scanner with ADF and is a registered unit under the law of Pakistan having its registered office at 4th Floor Marhaba IT Tower, University Road, Peshawar (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Scanner with ADF 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 Scanner with ADF 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.

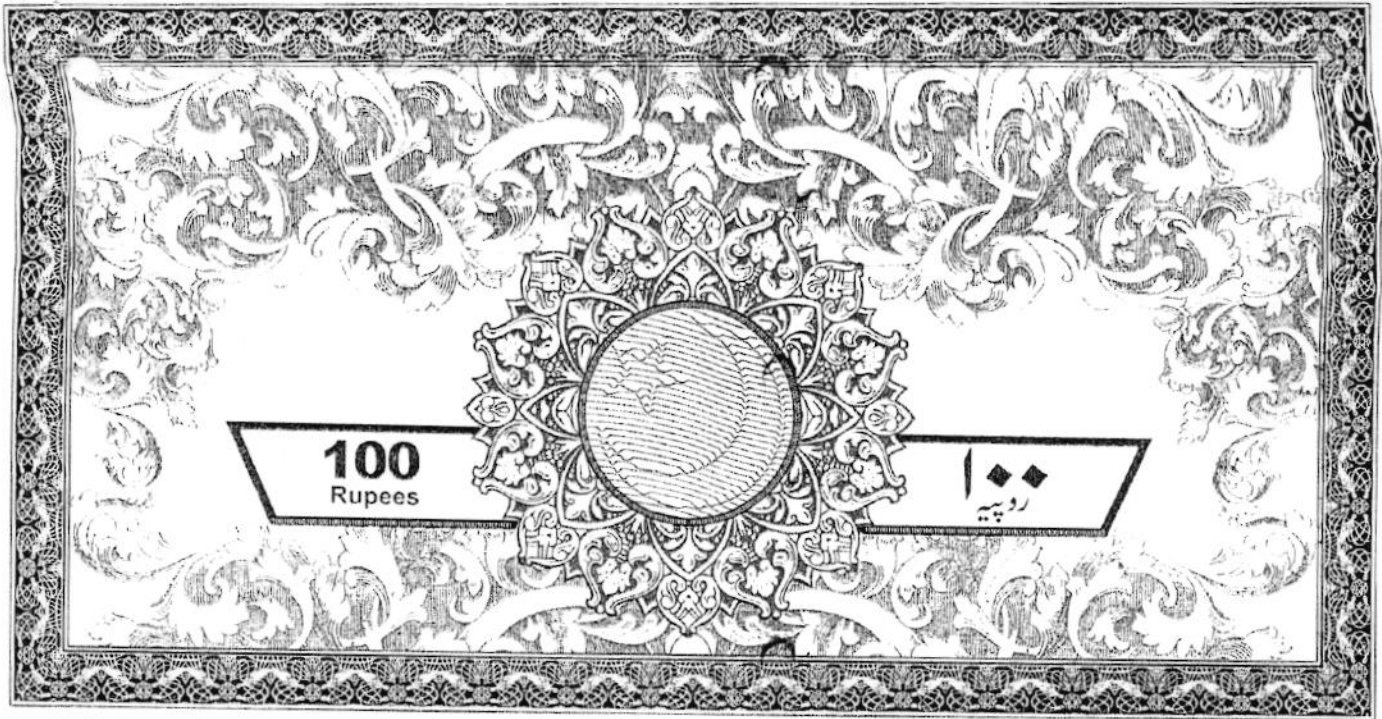
2. Agreement Price and Product Specification:-

- 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.	<u>Scanner with ADF</u> • 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 Scanner with ADF 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.



9. **Force Majeure:-**

9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.

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

Handwritten signature

WITNESS
AIG (F&P) CPO PESHAWAR

Handwritten signature

Supplier

Name : Muhammad Zeeshan
Designation : Sales Executive
CNIC No : 11101-3120845-9



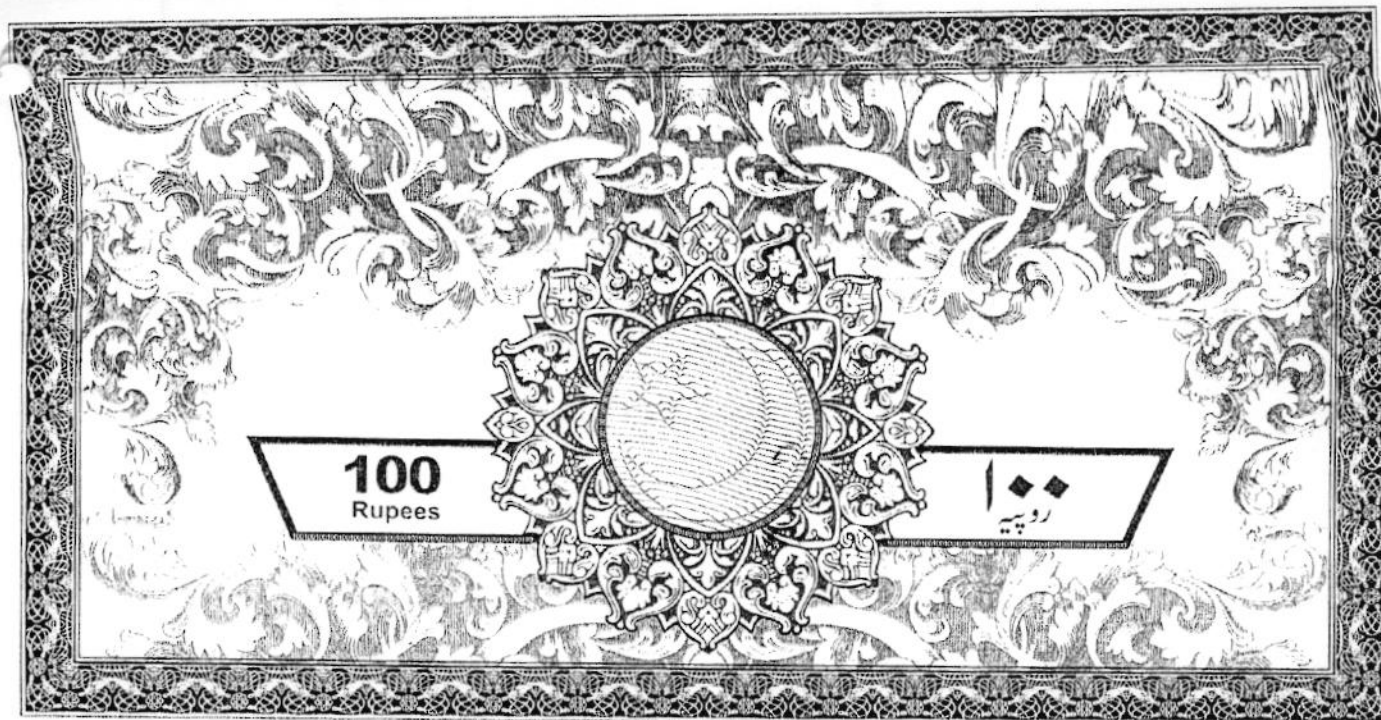
Handwritten note in Urdu: گمشدہ کارڈ کے برقی کاپیوں میں شامل دیں

Witness by Supplier

Name : Sher Alam Khan
F. Name : Muhammad Alam Khan
CNIC No : 17101-6549842-9



Handwritten note in Urdu: گمشدہ کارڈ کے برقی کاپیوں میں شامل دیں



**CONTRACT AGREEMENT NO. P/1961/ICA/AP-II/BODY FABRICATION/2020-21, DATED 8/10/2021
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 8/10/2021 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 M/S Frontier Works Promoters, Opposite Mall Mandi, Ittefaq Flour Mills, Jogian GT 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 Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup 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 Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup and is a registered unit under the law of Pakistan having its registered office at Opposite Mall Mandi, Ittefaq Flour Mills, Jogian GT Road Peshawar (Pakistan).

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

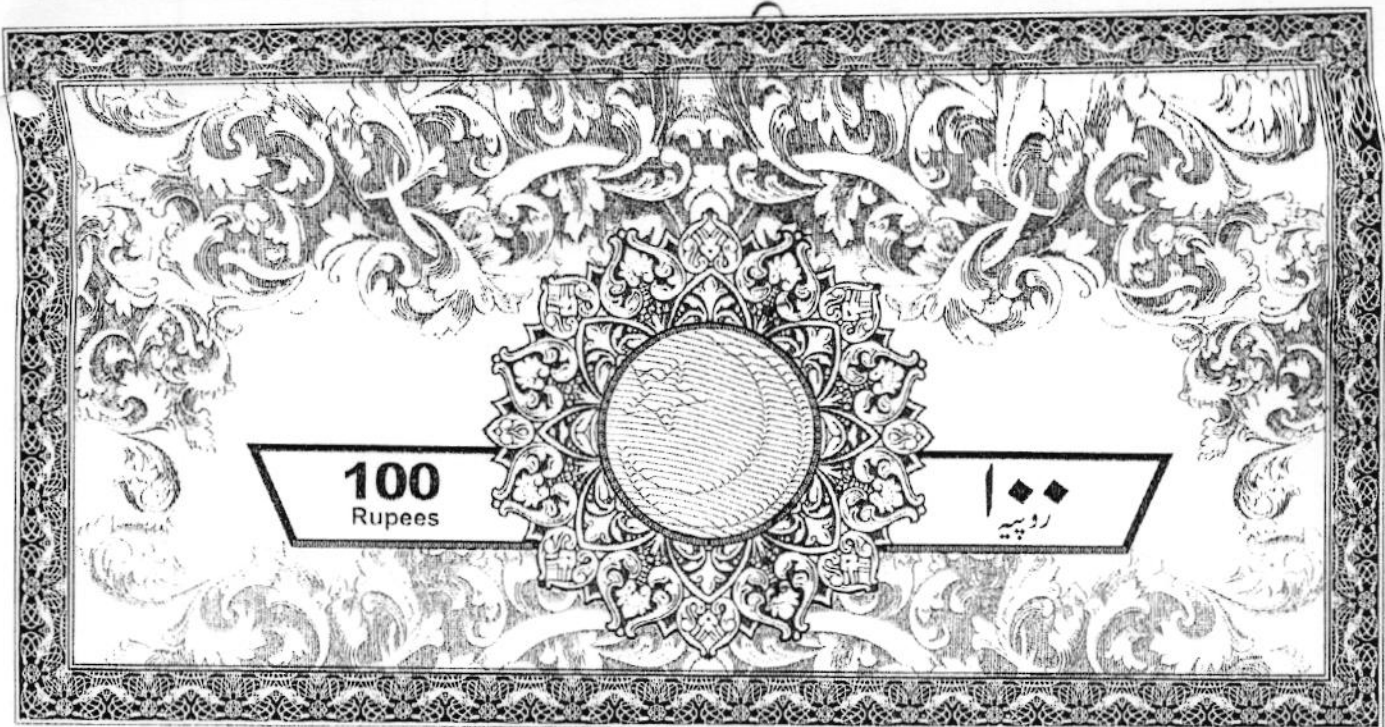
1. Commencement, Duration and Extension:-

- 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 Body Fabrication, Mild / Hard Steel Sheets Plating on 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.	<p>Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup</p> <ol style="list-style-type: none"> 1. Pipe size 14 Gauge for main pipes (GI Pipe). 2. Angle iron seat steel pipe size 1 1/2" x 1/4 gauge. 3. Pipe for back seats 14 gauge. 4. Angle iron for seat size 1 1/2" x 1/8" 5. Wood for seat size thickness 1". 6. Master Arch/seat hard frame for seat 4". 7. Width of seat 14" x 18". 8. Best quality imported Ramona or better material for cushions. 9. Steel sheet for ceiling (upper side) 16 Gauge. 10. Angle iron or pipe for foot rest 3"x2" (length) 9"(width) 1 1/2" x 5/8" 11. Pipe for body cross size 1 1/2" x 1/4" (14 gauge). 12. Body paint (complete inside, outside) preferably powder coated (mat paint). 13. Height from floor to ceiling 4'-4" (Aero dynamic shape) 14. Seating capacity 06 or 08 seats as per requirement 15. Gunman stand 12" x 6" (1 1/2" x 1 1/4" angle iron). 16. Gun fired stand for HMG with pipe and base sheet (14-Gauge). 17. Gun fired stand with pan & tilt movement option. 18. Glass firing stand frame with frame and safety grill outside. (Plastic glass) 19. 04 No leaf spring both sides to be fitted in rear roof springs due to mild sheets installation. <p>MILD STEEL OF SCAB Mild steel plate (99" x 24" x 5mm) (02 No) outer plate Hard steel plate (99" x 42" x 5mm) (02 No) inner plate Hard steel plate (99" x 19" x 5mm) (02 No) inner lower plate</p> <p>Hard Steel Plating of front doors (as per design) in same R/C where required. Hard Steel Plate in front door (size of door x 3mm, strengthened by Kevlar blanket of 06 layers fitted with water proofing solution)</p>	188	Rs. 397,000/- Per unit	Rs. 74,636,000/- (Seventy four million six hundred thirty six thousand only)



3. Responsibility of the Government:-

The following are the responsibilities of the Government.

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

5. Applicable Law:-

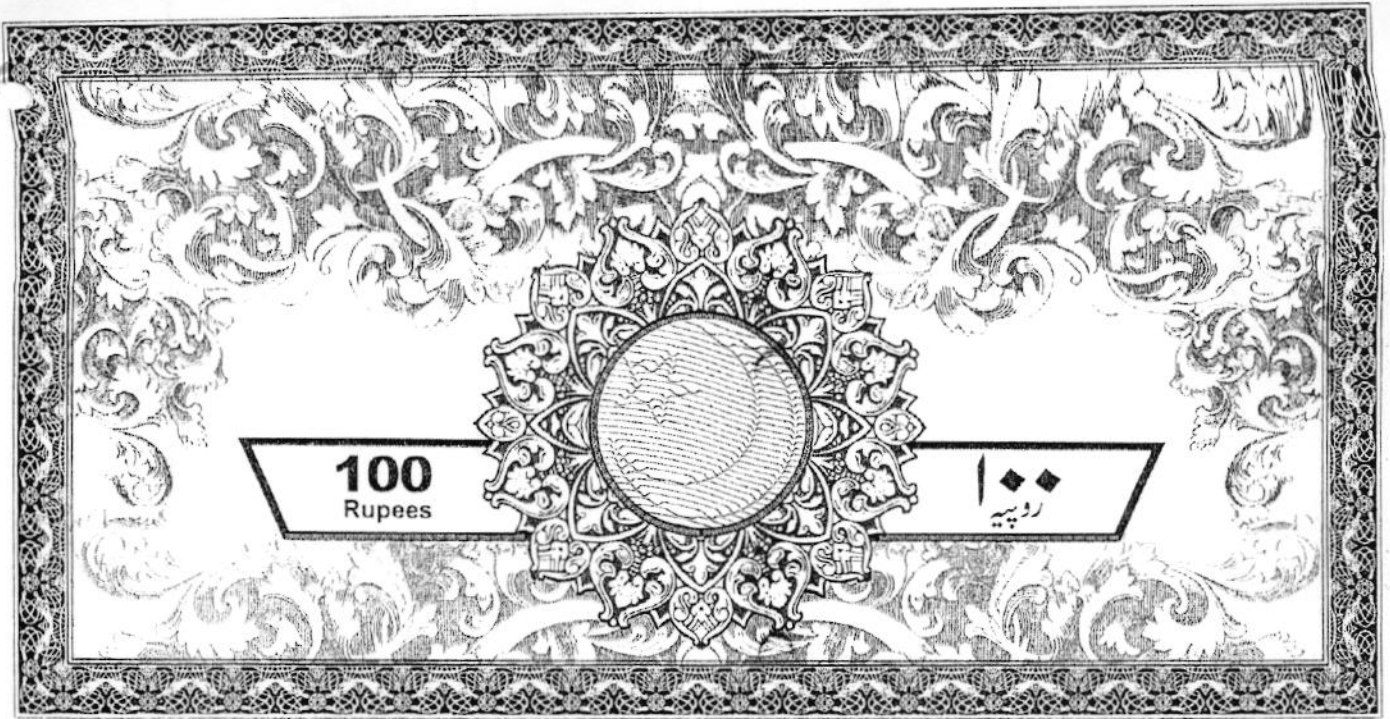
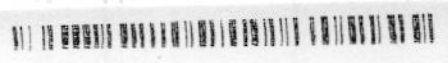
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

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.
- 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



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.

F. Gul

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

Sardar Khan

Supplier

Name : Sardar Khan
Designation : Managing Director
CNIC No : 17301-7424834-5



Ejaz Khan

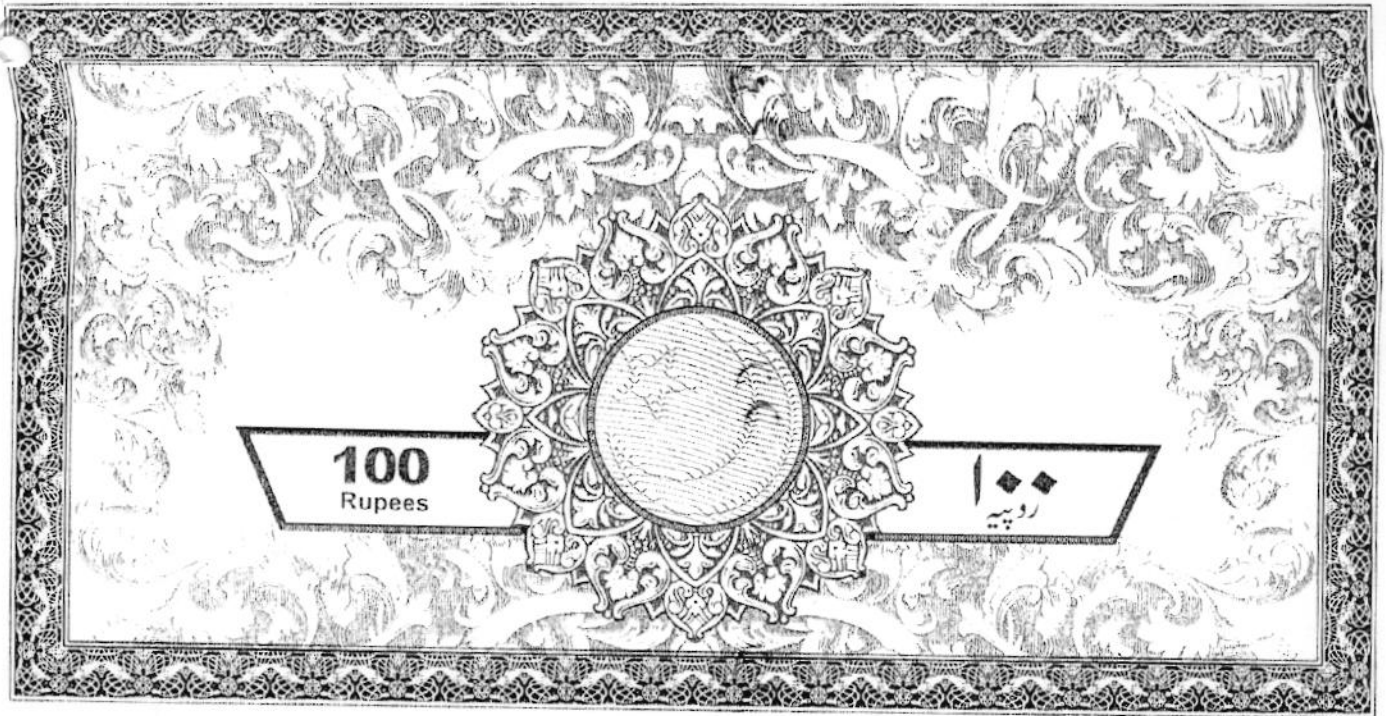
WITNESS
AIG (F&P) CPO-PESHAWAR

اعجاز خان

Witness by Supplier

Name : Ejaz Khan
F. Name : Zafeer Gul
CNIC No : 17301-1636042-3





**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 29/4/2021 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 M/S Fitmania, Shop No. 17-18A, Bhattani 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 Sports & Games items 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 Sports & Games items and is a registered unit under the law of Pakistan having its registered office at Shop No. 17-18A, Bhattani Plaza, University Town Peshawar (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Sports & Games items 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:

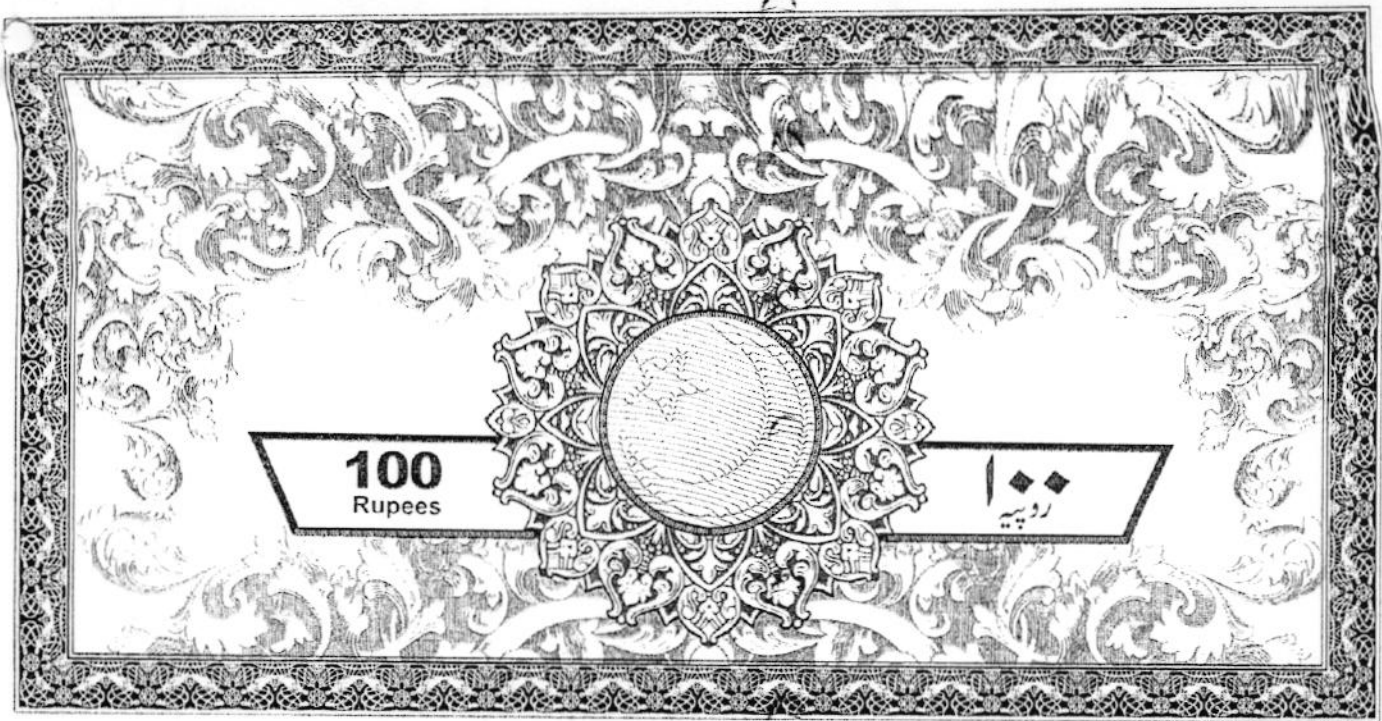
1. Commencement, Duration and Extension:-

- 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 Sports & Games items 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 Team				
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	190	3,420
Hockey Team				
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	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 Team				
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



**CONTRACT AGREEMENT NO. P/ 2455 /CA/AP-II/WATER COOLER/2020-21, DATED 3/10/2021
FOR SUPPLY OF ELECTRIC WATER COOLER TO KHYBER PAKHTUNKHWA POLICE (Training of Levies & Khasadar)**

This contract agreement is made and entered into on 3/10/2021 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 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 assignee 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:

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 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:-

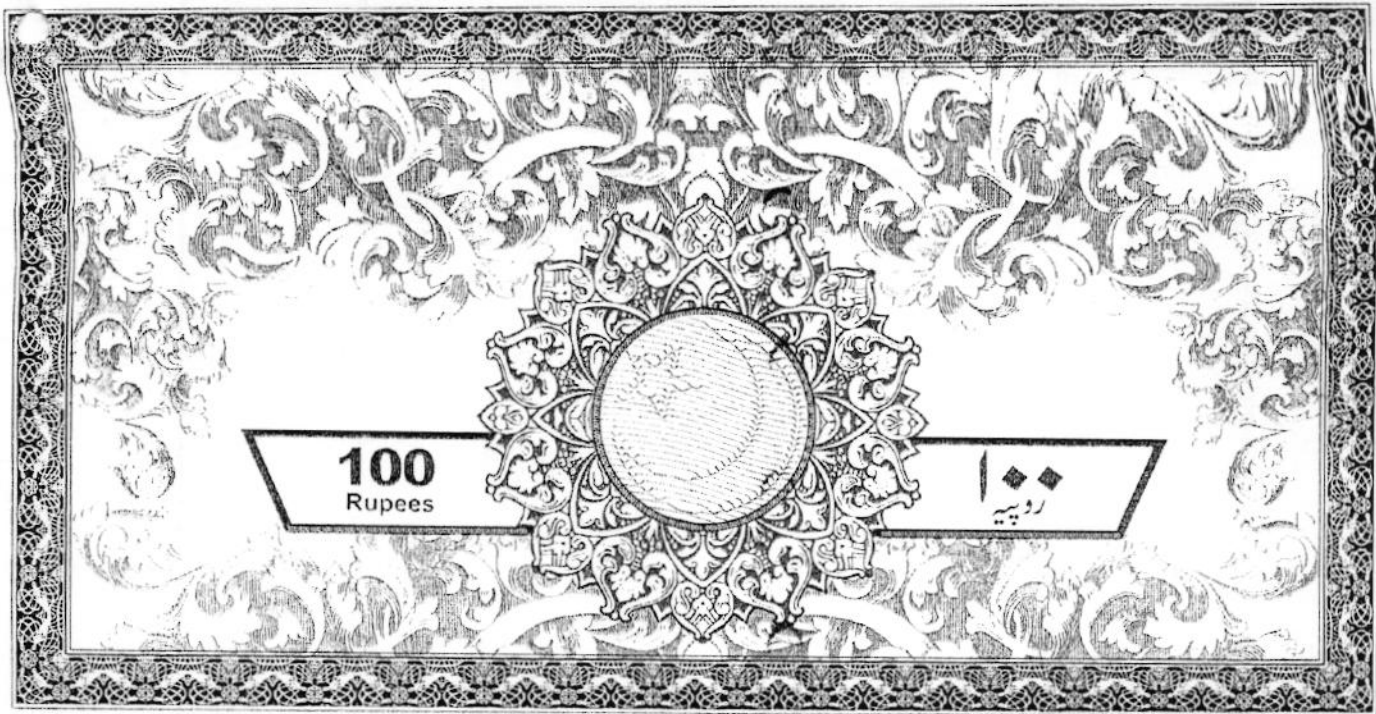
S No.	Description of Articles with Specification	Qty (Nos)	Unit Price	Total contract value
1	Electric Water Cooler <ul style="list-style-type: none"> • Capacity minimum 65 liters • Stainless Steel Body, durable & rugged • Non-Magnet Stainless Steel Water Tank (food grade) • 2 Stainless steel taps • Imported 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:-

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

5. Applicable Law:-

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



6. **Dispute Resolution:-**

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

7. **Termination of Agreement:-**

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

8. **Notices:-**

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

9. **Force Majeure:-**

- 9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.

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

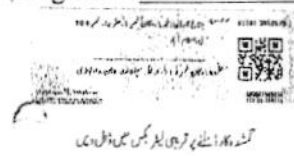
WITNESS
AIG (F&P) CPO PESHAWAR

S&C TRADING
Trade Plaza Blue Area, 1st
2873075 0300-5361809

Name of Seller / Supplier
Designation
CNIC #

S. M. Zafar Abbas
CEO
61101-3010579-1

Signature



WITNESS

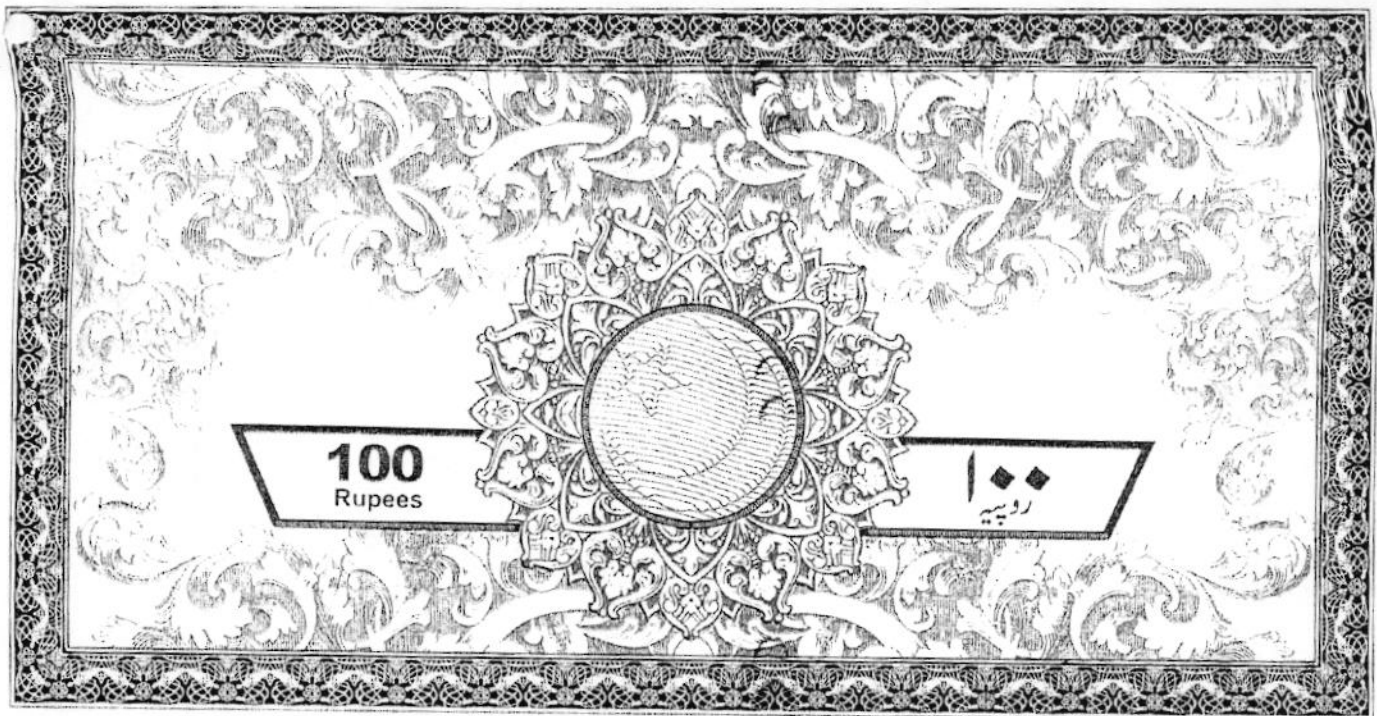
Name:
Father's Name:
CNIC #

S. Masood Ali Abidi
S. Qamar ul Hassan Abidi
37405-0403362-9

Signature



ATTESTED
OFFICIAL SEAL
AIG (F&P) CPO PESHAWAR



CONTRACT AGREEMENT NO. P/ 2448 /CA/AP-II/P. FAN AND W. BOARD/2020-21, DATED 3 10 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 3 10 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 M/S Oceans Trade Enterprises, Office # 7, Mumtaz Tower Gulberg No. II, Main Gulberg Road 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 Pedestal Fan and White Board 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 Pedestal Fan and White Board and is a registered unit under the law of Pakistan having its registered office at Office # 7, Mumtaz Tower Gulberg No. II, Main Gulberg Road Peshawar (Pakistan).

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

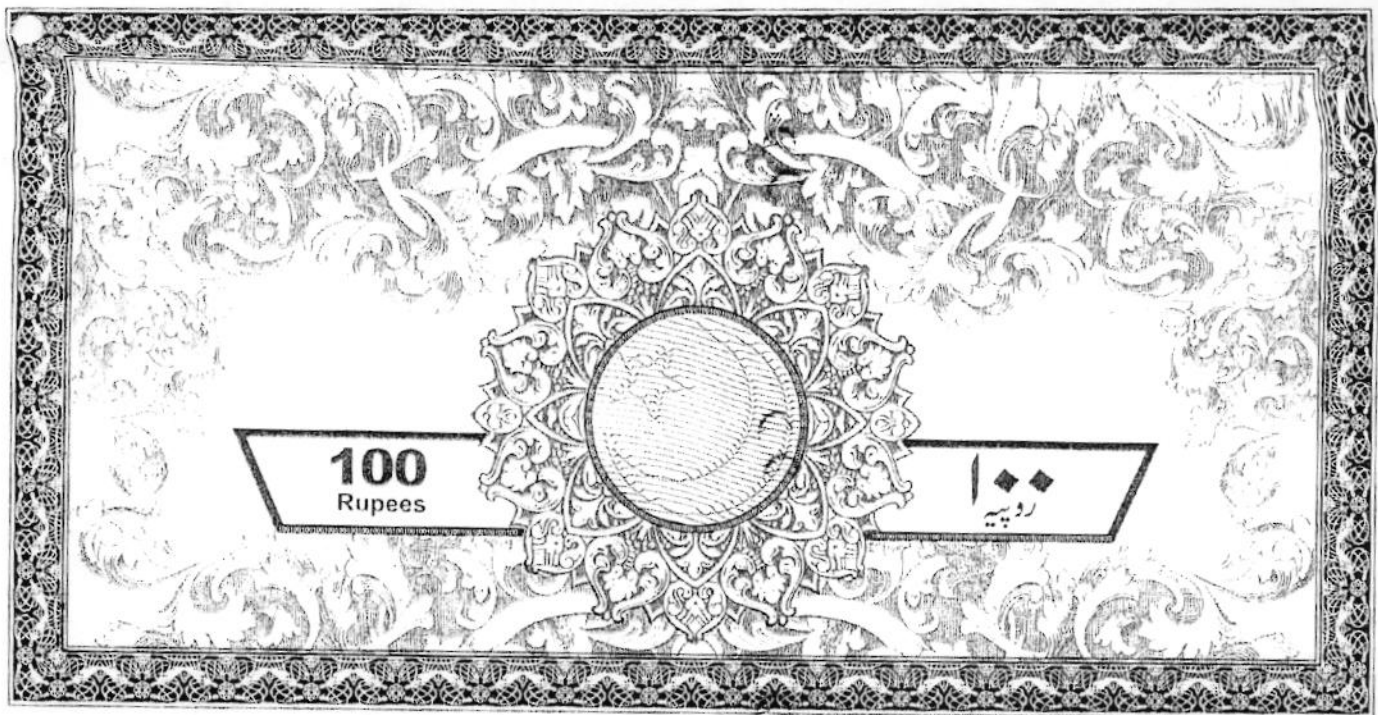
- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the Pedestal Fan and White Board duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid 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.	<u>Pedestal Fan</u> <ul style="list-style-type: none"> • 24" Size • Complete Metallic Body • Totally Concealed • Rustproof Strong Body • 3-Years Motor Warranty 	485	Rs. 5,540/-	Rs. 2,686,900/-
2.	<u>White Board</u> <u>Board</u> <ul style="list-style-type: none"> • Color Milky White • Frame: Premium Aluminum • Size: 4x6 ft <u>Stand</u>	135	Rs. 4,960/-	Rs. 669,600/-





<ul style="list-style-type: none"> • Metal: Iron, Aluminum • Size: Customized and standard • Heavy duty tripod • Foldable. 			
Total contract value			Rs. 3,356,500/- (Rupees three million three hundred fifty six thousand five hundred only)

3. Responsibility of the Government:-

The following are the responsibilities of the Government.

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

4. Responsibility of the Seller/Supplier:-

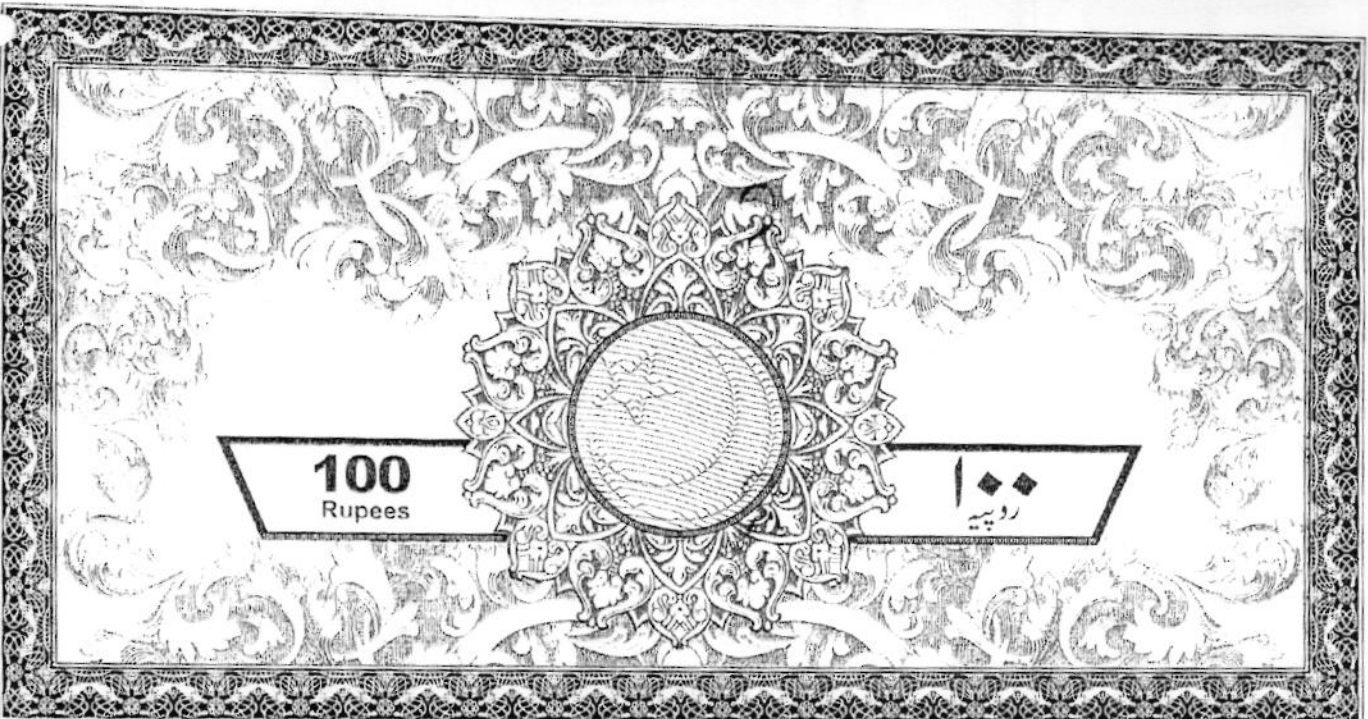
- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be **30-Days** from the date of signing the contract.
- 4.3 Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- 4.4 Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR.
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of **1-Years**.
- 4.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.8 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.
- 4.9 The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar.

5. Applicable Law:-

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

6. Dispute Resolution:-

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



7. Termination of Agreement:-

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

8. Notices:-

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

9. Force Majeure:-

9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.

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

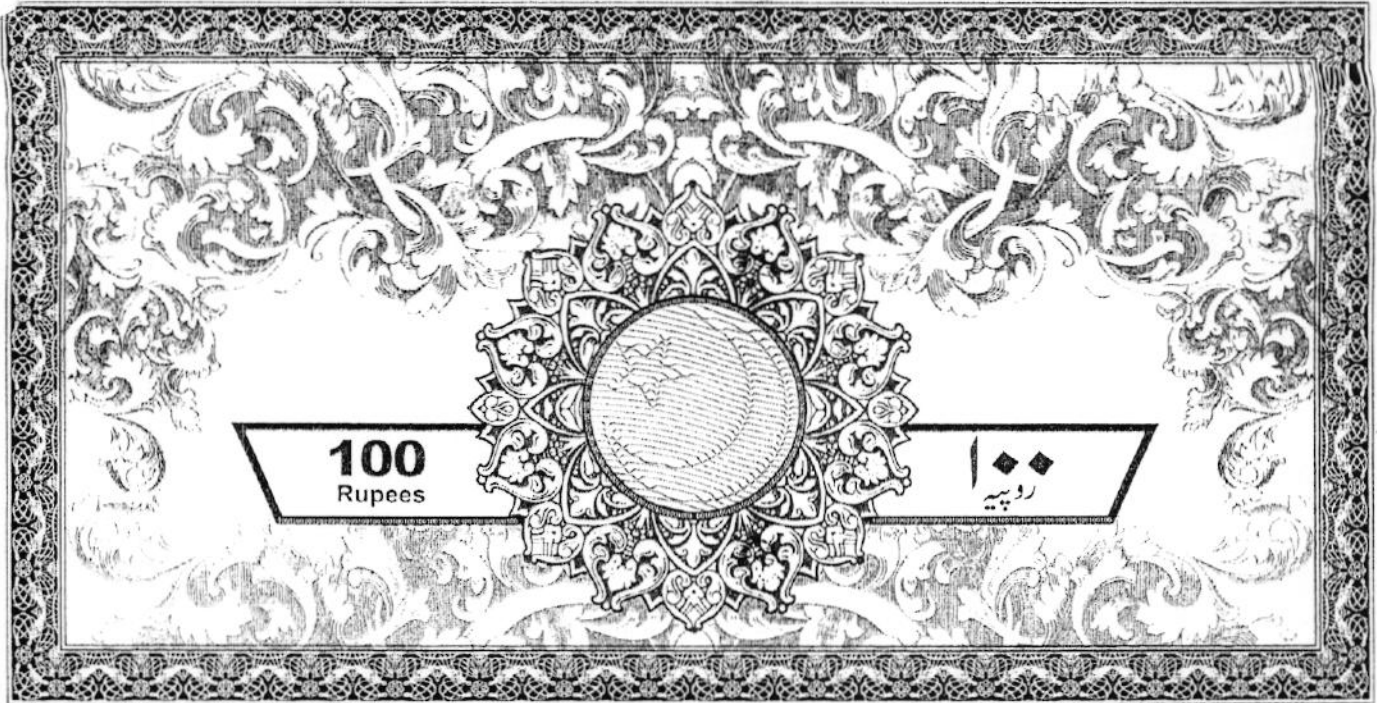
Supplier
Name : *[Signature]* Nadeem Iqbal
Designation : Managing Director
CNIC No : 17301-4374857-9



[Signature]
WITNESS
AIG (F&P) CPO PESHAWAR

Witness by Supplier
Name : Waqar Abid
F. Name : Muhammad Abid
CNIC No : 17301-4935037-9





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

This contract agreement is made and entered into on 8/04/2021 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 M/S Frontier Works Promoters, Opposite Mall Mandi, Ittefaq Flour Mills, Jogian GT 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 Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup 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 Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup and is a registered unit under the law of Pakistan having its registered office at Opposite Mall Mandi, Ittefaq Flour Mills, Jogian GT Road Peshawar (Pakistan).

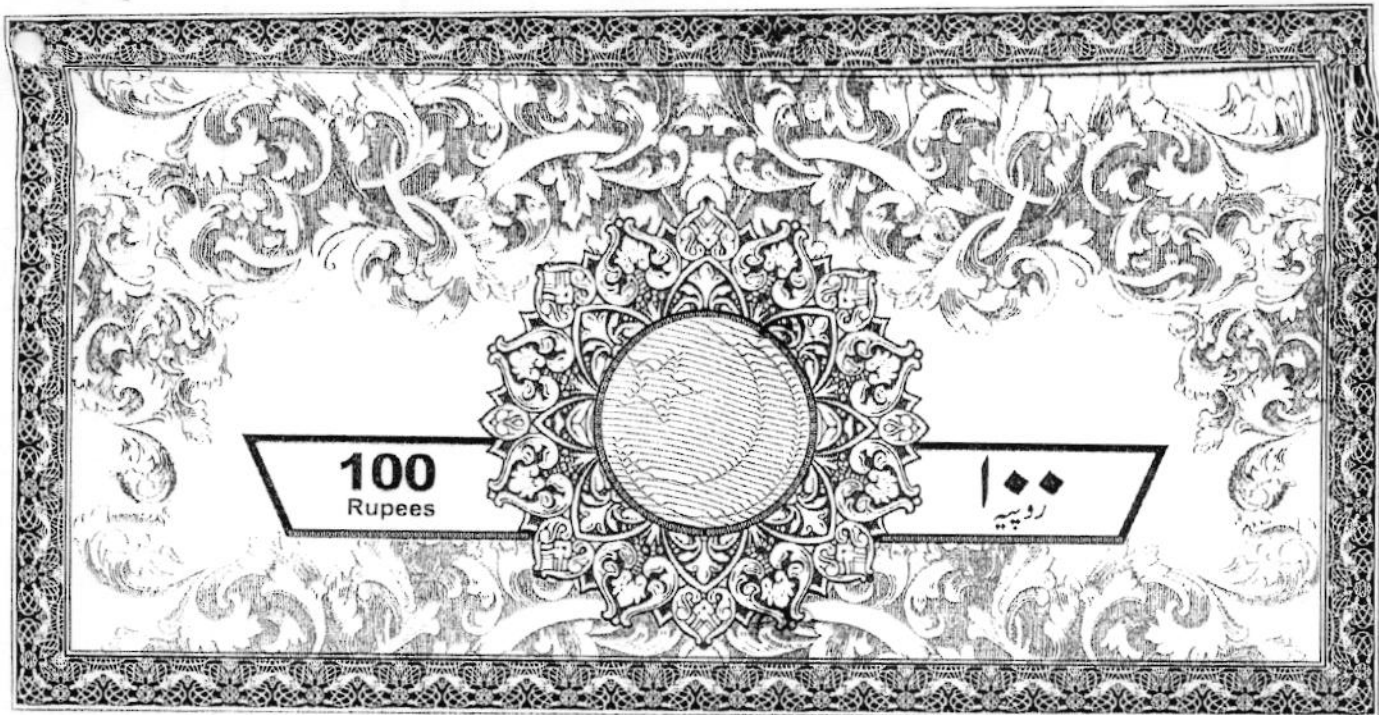
AND WHEREAS the First party invited tenders for supply of the Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup and the Second party, being a successful bidder has accepted the offer of the Government in lieu of the consideration mutually agreed and on such terms and condition as may 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 Body Fabrication, Mild / Hard Steel Sheets Plating on 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.	<p>Body Fabrication, Mild / Hard Steel Sheets Plating on S/Cab Pickup</p> <ol style="list-style-type: none"> 1. Pipe size 14 Gauge for main pipe (O.I Pipe). 2. Angle iron seat steel pipe size 1 1/2" x 1 1/2" gauge. 3. Pipe for back seats 14 gauge. 4. Angle iron for seat size 1 1/2" x 1 1/2" 5. Wood for seat size thickness 1". 6. Master Acquirement hand frame for seat 4". 7. Width of seat 14" x 18". 8. Best quality imported Rawana or better material for cushion. 9. Sheet steel for ceiling (upper side) 14 Gauge. 10. Angle iron or pipe for foot rest 3"x2" (length) 9"(width) 1 1/2" x 5/8" 11. Pipe for body cross size 1 1/2" x 1 1/2" (14 gauge). 12. Body paint (complete inside, outside) preferably powder coated / zinc paint. 13. Height from floor to ceiling 4'-4" (Aero dynamic shape) 14. Seating capacity 06 or 07 seats as per requirement 15. Gunman stand 12" x 6" (1 1/2" x 1 1/2" angle iron). 16. Gas fitted stand for 1040 with pipe and base sheet (14-Gauge). 17. Gas fitted stand with pan & tilt movement option. 18. Glass fitting stand 5mm with frame and safety grill outside. (Plastic glass) 19. 04 Nos leaf spring both sides to be fitted in rear road springs due to solid sheets <i>insulation</i>. <p>MILD STEEL OF S/CAB Mild steel plate (80" x 24" x 3mm) (02 No) outer plate Hard steel plate (80" x 42" x 3mm) (02 No) inner plate Hard steel plate (80" x 10" x 3mm) (02 No) inner lower plate</p> <p>Hard Steel Plating of front doors (as per design) to be done S.C where required. Hard Steel Plate in front door (size of door x 3mm, strengthened by Khyber bander of 04 layers fitted with water proofing solution)</p>	71	Rs. 397,000/- Per unit	Rs. 28,187,000/- (Twenty eight million one hundred eighty seven thousand only)

FRONTIER WORKS PROMOTERS



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

5. **Applicable Law:-**

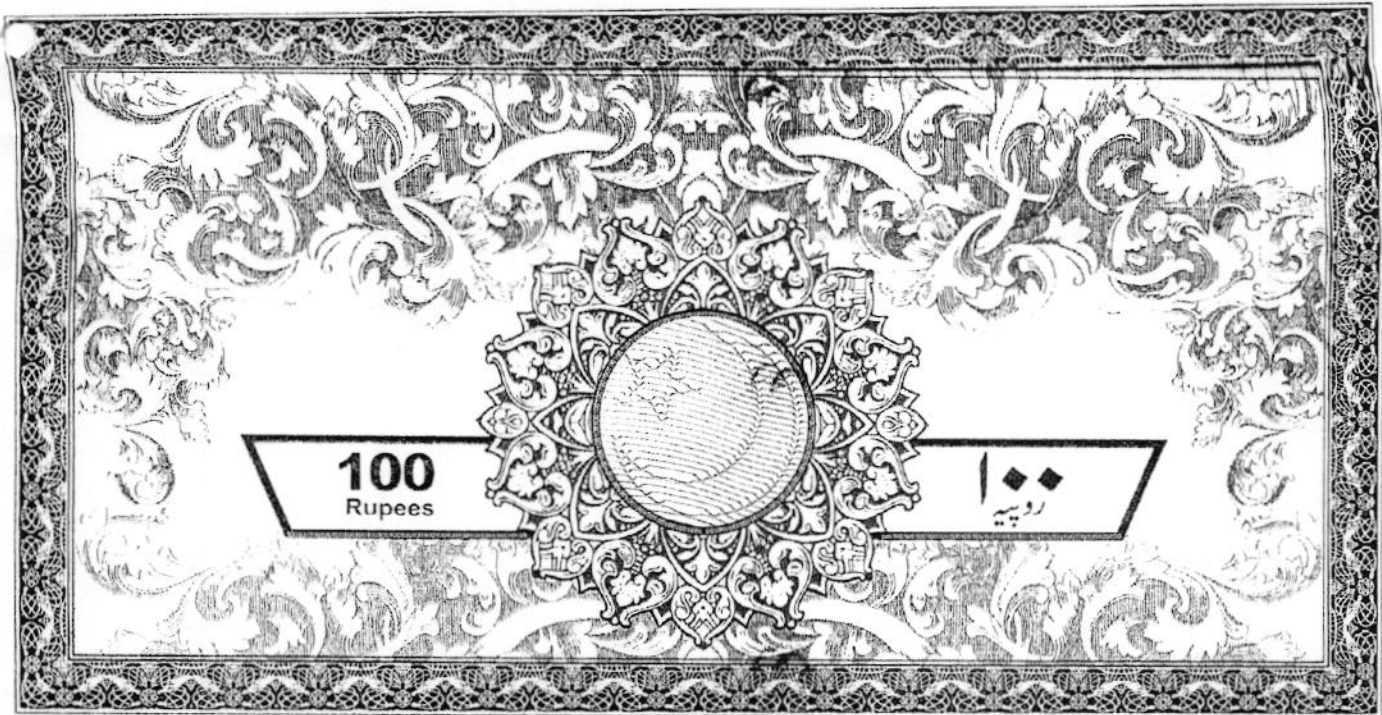
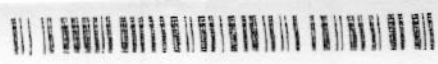
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

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.
- 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



8. **Notices:-**

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

9. **Force Majeure:-**

9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.

[Handwritten signature]

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

[Handwritten signature]
PROMOTERS WEEKS PROMOTORS
PESHAWAR

Supplier

Name : Sardar Khan
Designation : Managing Director
CNIC No : 17301-7424834-5



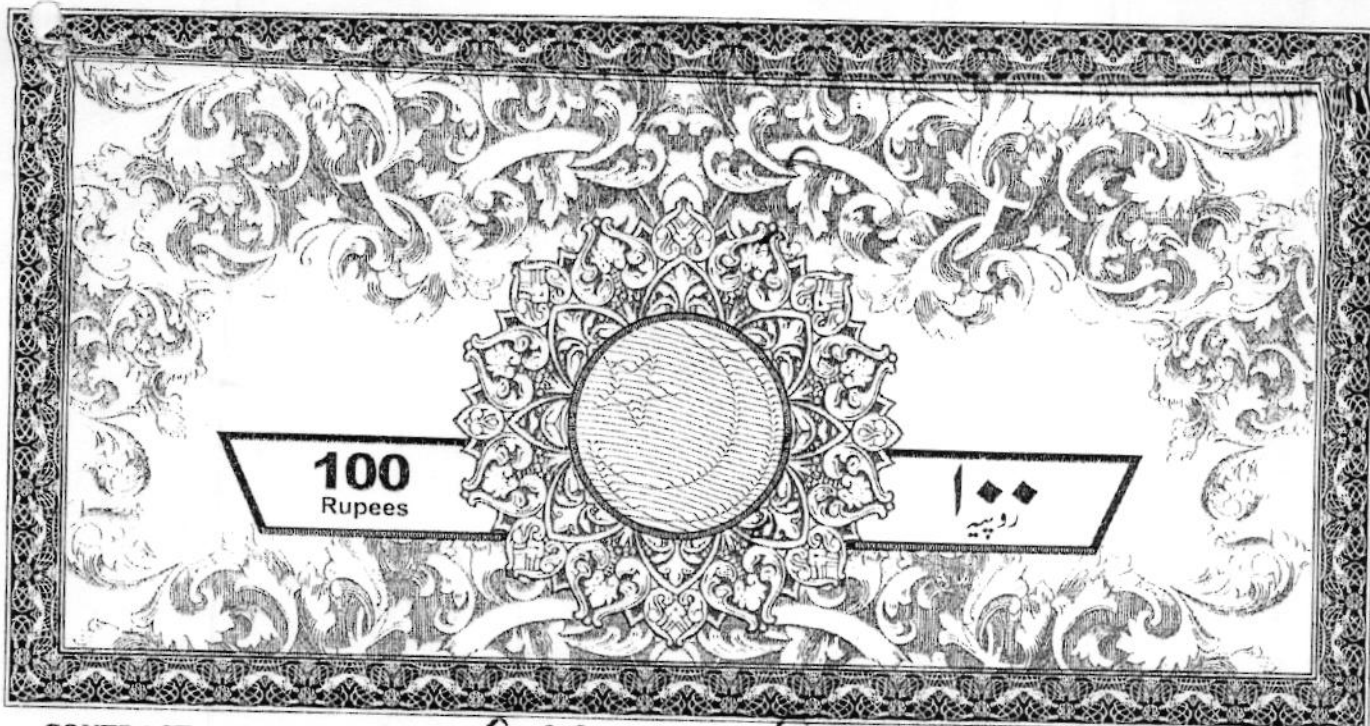
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WITNESS
AIG (F&P) CPO PESHAWAR

Witness by Supplier

Name : Ejaz Khan
F. Name : Zafeer Gul
CNIC No : 17301-1636042-3





CONTRACT AGREEMENT NO. P/ 2032 /CA/AP-I/FURNITURE ITEMS/2020-21, DATED 9/10/2021 TO KHYBER PAKHTUNKHWA POLICE (TRAINING OF LEVIES & KHASADARS)

1. This contract agreement is made and entered into on 9/10/2021 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 M/S Pak German Wood Working Centre, Small Industries Estate, Kohat Road, Peshawar (hereinafter referred to as Suppliers) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase **Furniture** as per description, approved specification through legal, transparent and fair means in the interest of the Police Department.

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

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

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

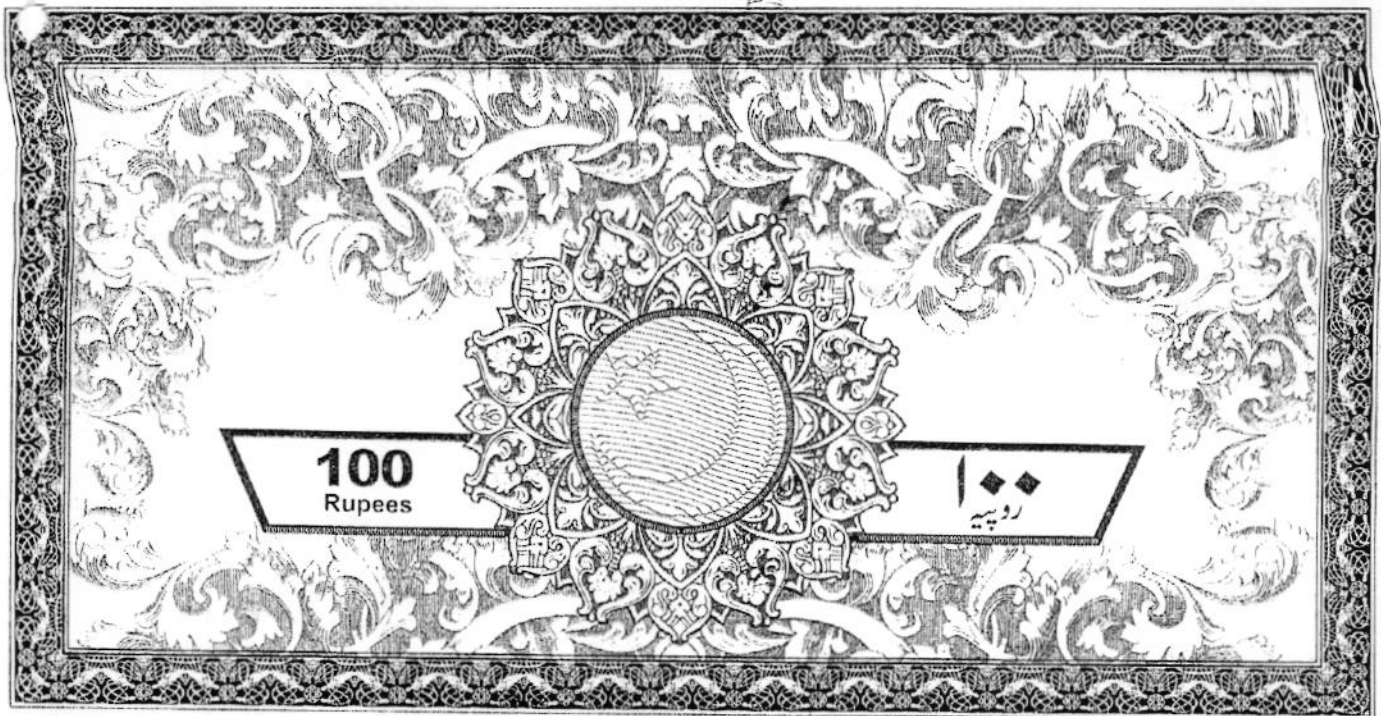
1. Commencement, Duration and Extension:

- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the **Furniture** duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 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
Total				27,195,629
17% GST				4,623,257
1% Stamp Duty				271,956
G. Total				32,090,842



3. Responsibility of the Government:

The following are the responsibilities of the Government.

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

4. Responsibility of the Seller/Supplier.

- 4.1 Coordination with the Government in supply of the **Furniture**.
- 4.2 Completion of the delivery within **6-Months** from the date of advance payment.
- 4.3 Start of supply within **1-Month** from the date of advance payment.
- 4.4 The Supplier will display the furniture to the inspection Committee of the Government at Semi finished shape (at factory) / finished shape (at Police Centralized Store at Malik Saad Shaheed Police Lines Peshawar).
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective furniture during warranty period of **One (01) year**.
- 4.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.8 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.

5. Applicable Law.

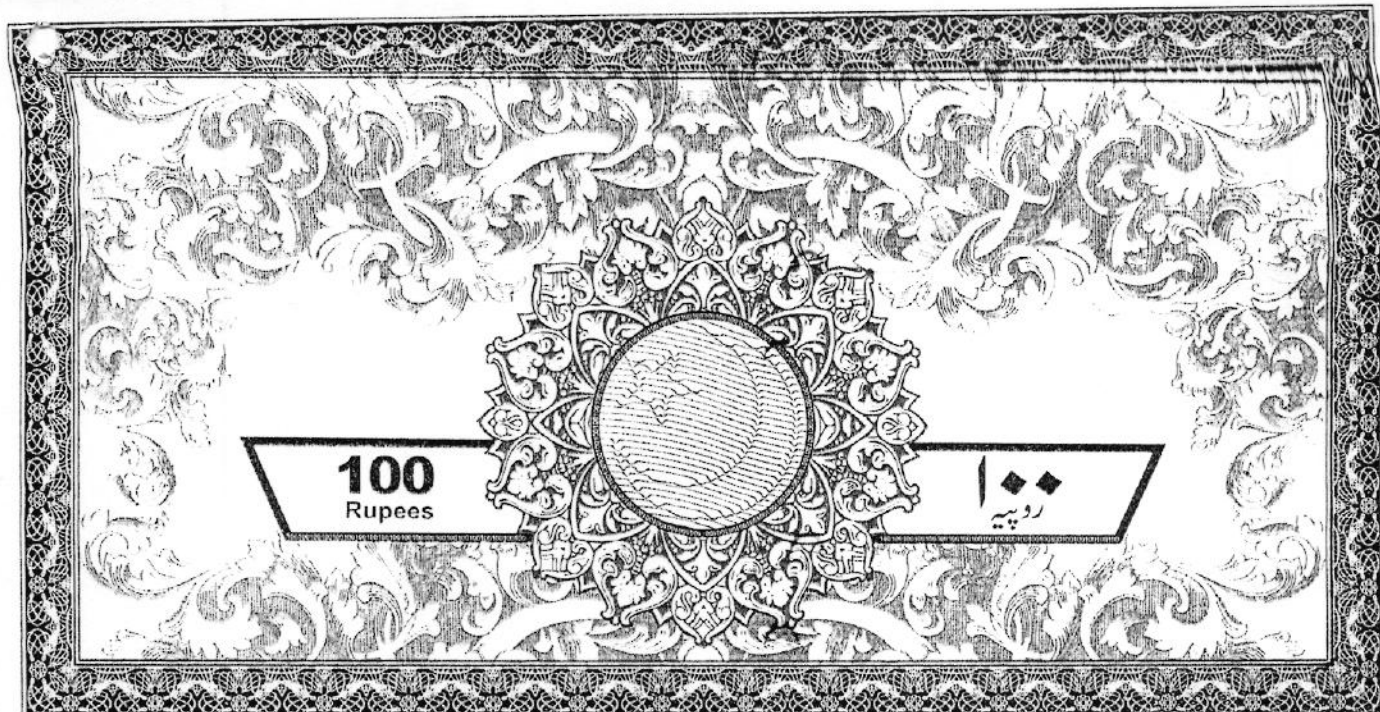
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.

6. Dispute Resolution:

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

7. Termination of Agreement:

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



8. Notices:

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

9. Force Majeure:

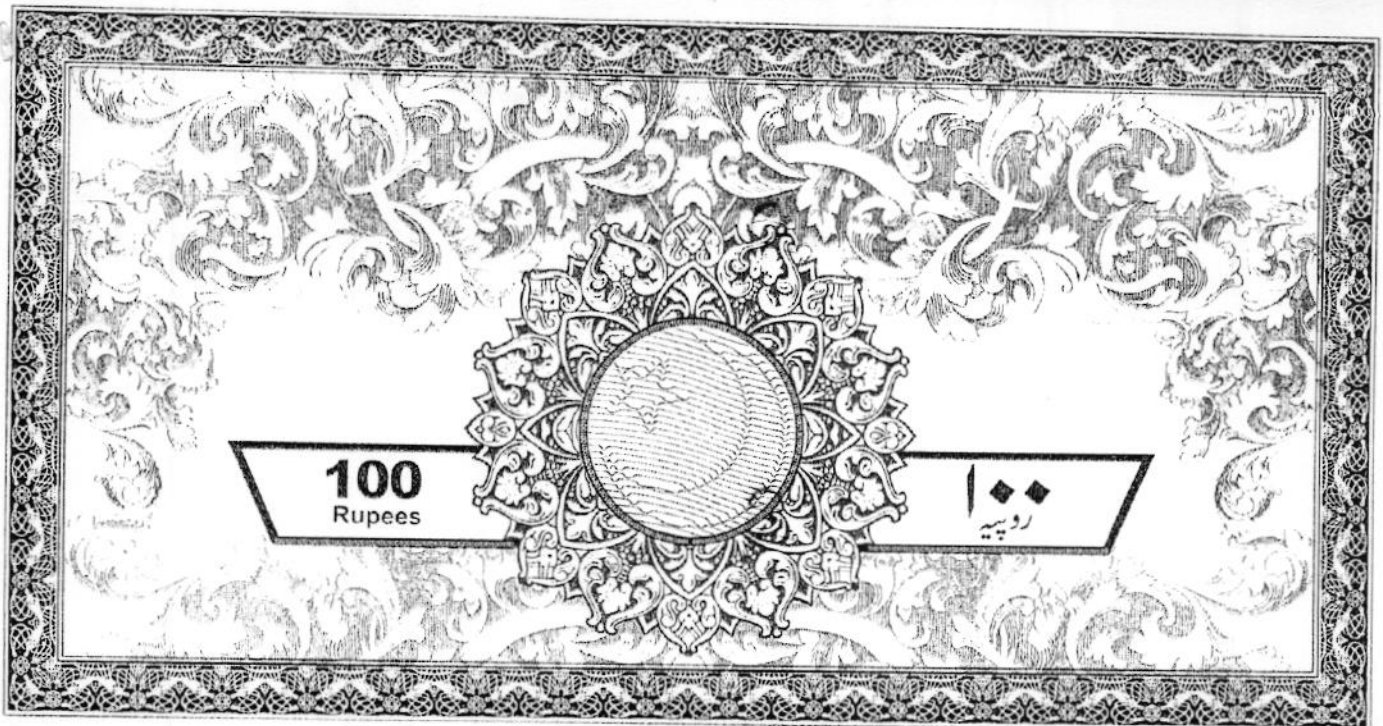
9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.

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



**CONTRACT AGREEMENT NO. P/2129 /CA/AP-II/TRANSPORT/REG/2020-21, DATED 19/10/2021
TO KHYBER PAKHTUNKHWA POLICE PESHAWAR (REGULAR)**

1. This contract agreement is made and entered into on 19 10 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 **M/S Toyota Frontier Motors Pvt Ltd, University Road Peshawar Pakistan (hereinafter referred to as Suppliers)** which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase **Transport** as per description, approved specification through legal, transparent and fair means in the interest of the Police Department.

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

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

NOW, THEREFORE, BOTH THE PARTIES HEREBY AGREED AS FOLLOWS

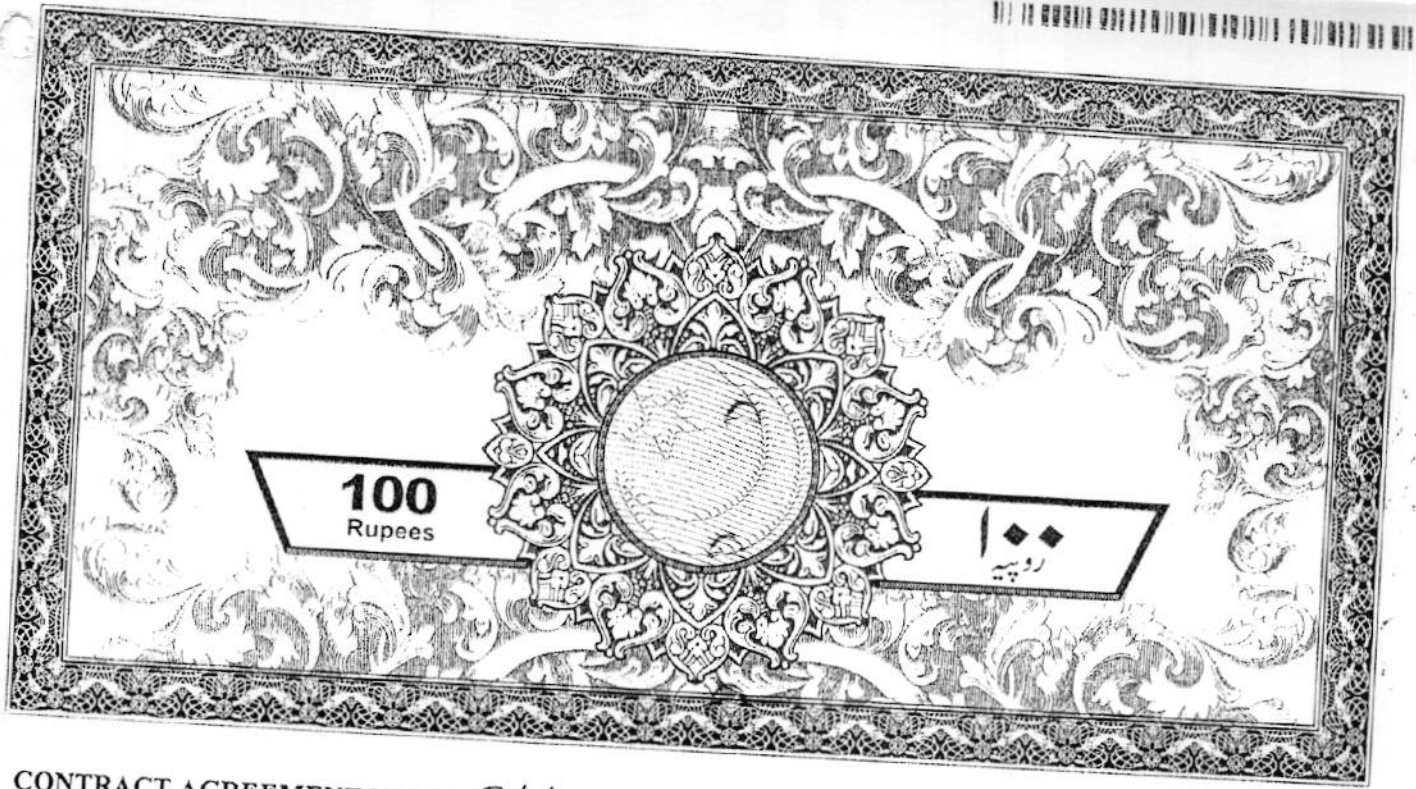
1. Commencement, Duration and Extension:-

- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the **Transport** duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 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 1GD-ITV (High) 2755 CC 4-Cyl In-line 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 Info Display, 18" Alloy Rim 265/60R18 Dual Zone Auto A.C + Heater, Powered Driver Seat, Chamolix/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	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



CONTRACT AGREEMENT NO. PI 244/ICA/AP-II/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 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 assignee of the First part and M/S Toyota Frontier Motors Pvt Ltd, University Road Peshawar Pakistan (hereinafter referred to as Suppliers) which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the second part.

Whereas the First party desirous to purchase Transport as per description, approved specification through legal, transparent and fair means in the interest of the Police Department.

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

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

NOW, THEREFORE, BOTH THE PARTIES HEREBY AGREED AS FOLLOWS

1. Commencement, Duration and Extension:-

- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the Transport duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 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:-

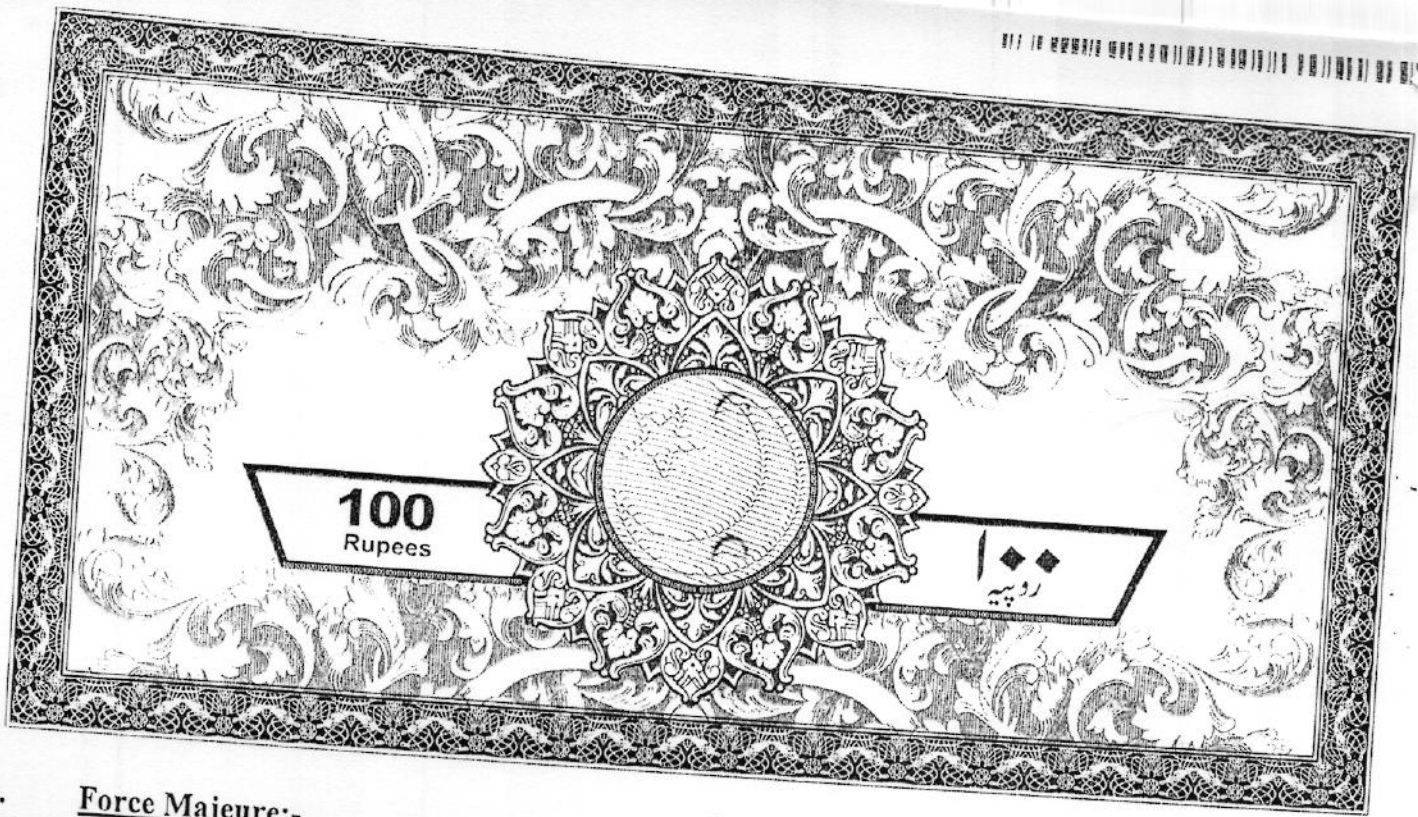
Sr. No.	Description	Qty	Rate per unit inclusive all taxes	Total amount	Delivery Period
1	S/Cabin Pickup (4x2)	33	Rs. 3,925,758/-	Rs. 129,550,014/-	120-150 Days after advance payment
2	S/Cabin Pickup (4x4)	9	Rs. 5,319,697/-	Rs. 47,877,273/-	120-150 Days after advance payment
3	Ambulance	3	Rs. 8,539,000/-	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 Transport and shall make 100% advance payment to the Seller/Supplier against 100% bank guarantee.
- 3.2 Coordination with the Seller/Supplier and placing demand and payment.
- 3.3 Government will be responsible for placing the demand list to the Supplier.



9.

Force Majeure:-

9.1

The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the Parties. Any Party unable to fulfill the obligations under this Agreement shall immediately within one week inform other Party of the beginning and discontinuation of such circumstances. In the case of fulfillment of the obligations, the time of limit shall be extended for a corresponding period of time.

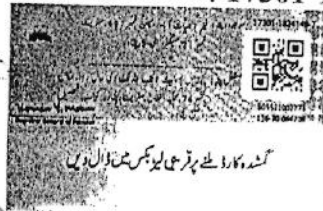
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For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

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Supplier

Name : Irfan Haider
Designation : Manager Sales & Marketing
CNIC No : 17301-1824149-7

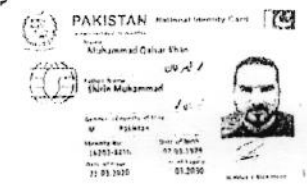


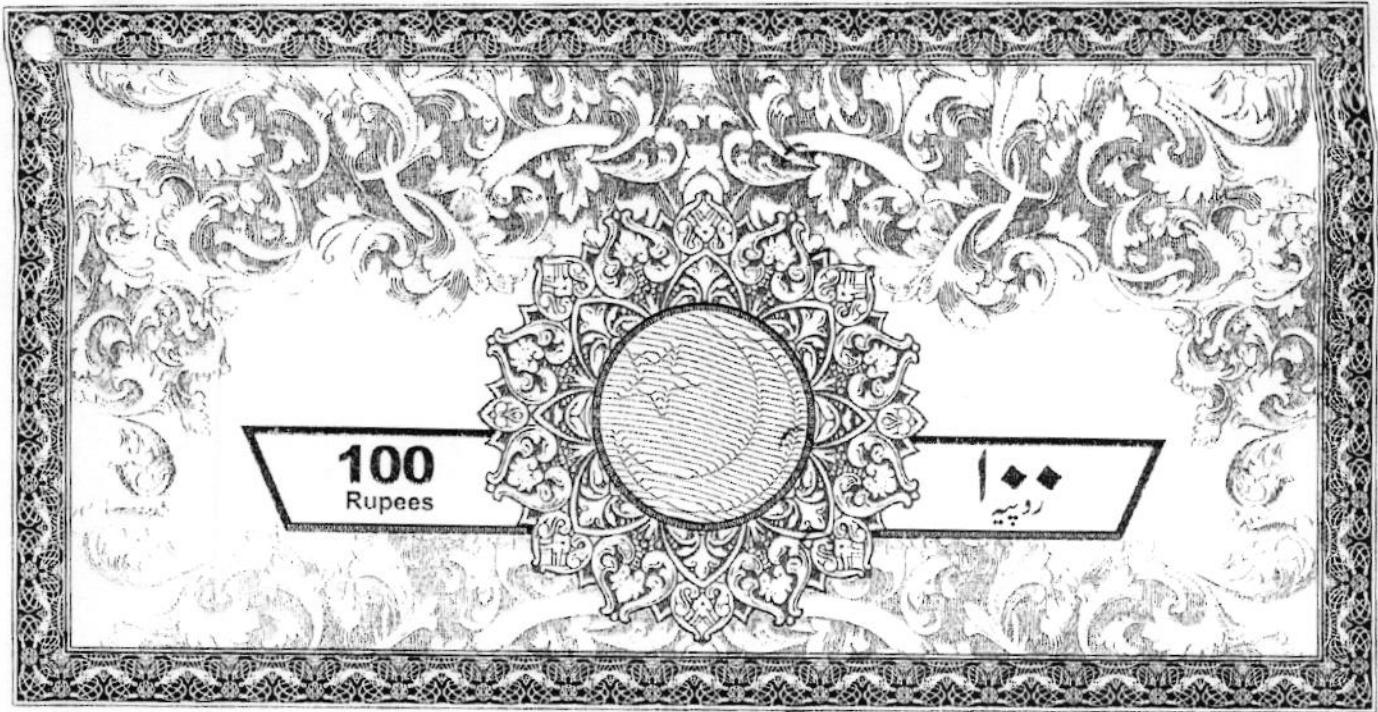
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WITNESS
AIG (F&P) CPO PESHAWAR

Witness by Supplier

Name : Muhammad Qaisar Khan
F. Name : Shirin Muhammad
CNIC No : 16202-4416349-7





CONTRACT AGREEMENT NO. PI/1936/ICA/AP-II/D. COMPUTER & UPS/2020-21, DATED 7/10/2021 FOR SUPPLY OF DESKTOP COMPUTERS & UPS (1-KVA) TO KHYBER PAKHTUNKHWA POLICE (NMA's BUDGET)

This contract agreement is made and entered into on 7/10/2021 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 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 Department.

AND WHEREAS the Second party has the specialty in manufacturing and supply of the Desktop 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 conditions as may be reflected in this agreement.

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

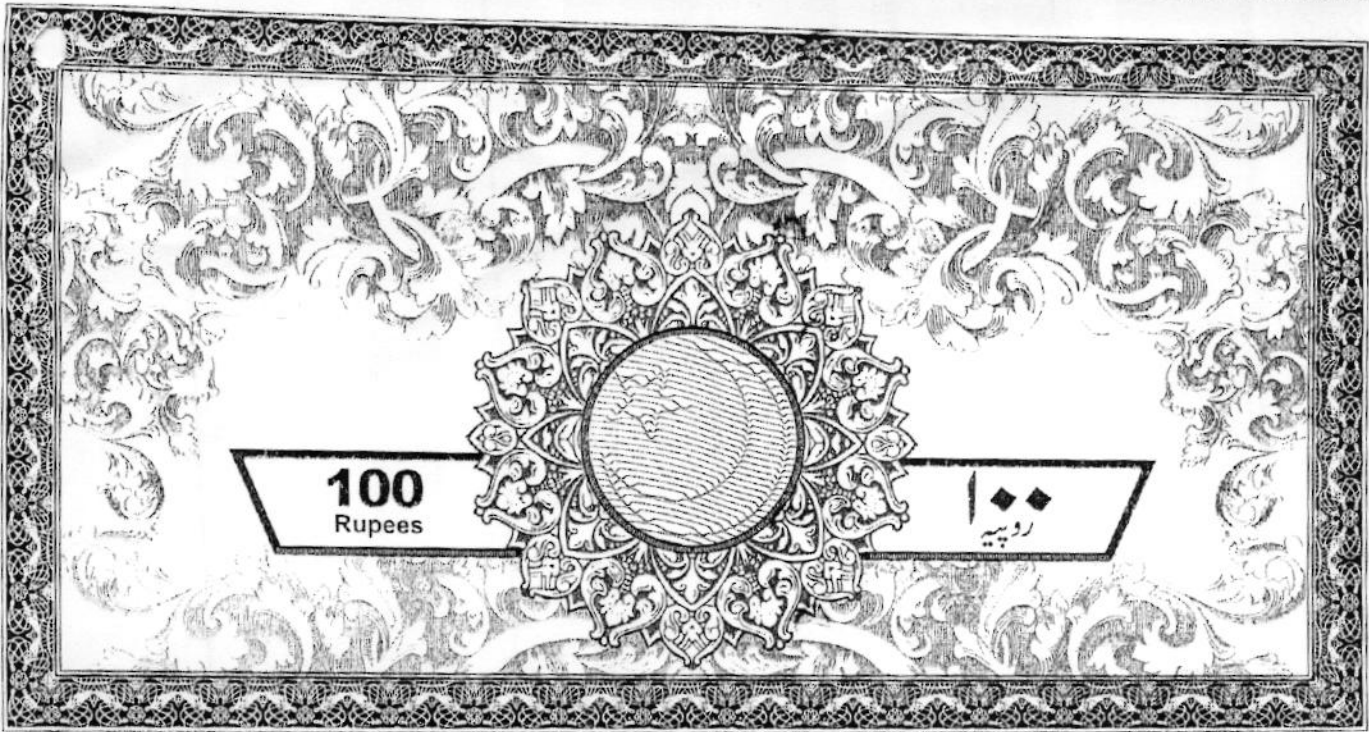
1. Commencement, Duration and Extension:-

- 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 Desktop Computers & UPS (1-KVA) 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.

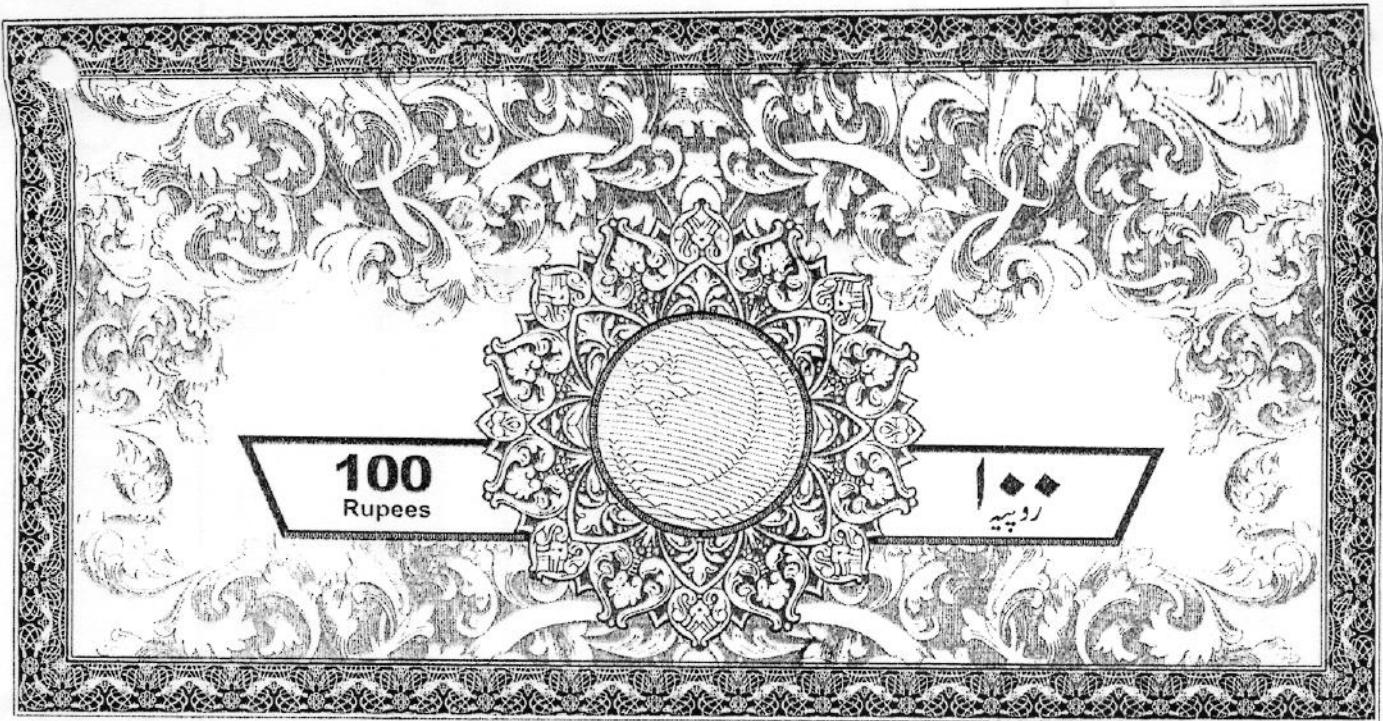
2. Agreement Price and Product Specification:-

- 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 <ul style="list-style-type: none"> • 10th Generation Intel Core-i7 3.0 GHz (or higher) • RAM 8 GB DDR-4 • One TB SATA (7200-rpm Hard drive or higher) • Optical Drive; DVD-RW • Integrated Intel HD Graphics • Integrated Gigabit 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	Rs. 142,800/-	Rs. 12,994,800/-
2	UPS (1-KVA) <ul style="list-style-type: none"> 1- KVA (Branded) 2-Backup 15 minutes (minimum) on full load 3-Copper wound 4-One year warranty 	91	Rs. 19,800/-	Rs. 1,801,800/-
TOTAL CONTRACT VALUE				Rs. 14,796,600/- (Fourteen million seven hundred ninety



3. **Responsibility of the Government:-**
The following are the responsibilities of the Government.
- 3.1 Government shall place a demand for supply of **Desktop Computers & UPS (1-KVA)** and shall make payment on delivery of the item after successful inspection by the inspection committee of the Government.
- 3.2 Coordination with the Seller/Supplier and placing demand and payment.
- 3.3 Government will be responsible for placing the demand list to the Supplier.
4. **Responsibility of the Seller/Supplier:-**
- 4.1 Coordination with the Government in supply of the store.
- 4.2 Completion of the delivery will be **60-Days** from the date of signing the contract.
- 4.3 Supplier will supply the store for Inspection by the Inspection Committee of the Government. Store will be accepted only after successful inspection by Inspection Committee of the Government. The Inspection Committee may acquire the services of a suitable testing facility if so required.
- 4.4 Supplier will be responsible for depositing performance security @ 10% of the total contract value in shape of CDR.
- 4.5 Supplier will be responsible for removing the fault, repairing and replacing the defective store during warranty period of **1-Years**.
- 4.6 Supplier will be responsible for payment of Sale Tax, Income Tax and other duties imposed by the Government from time to time.
- 4.7 Supplier will be responsible for payment of amount assessed by Government for damages suffered by Government due to violation of terms and condition of the contract.
- 4.8 In case of delayed supply the Government will be at liberty to impose liquidated damages @ 2% per month maximum up to 5% of the total contract price.
- 4.9 The store will be delivered to Centralized Godown at Malik Saad Shaheed Police Lines Peshawar.
5. **Applicable Law:-**
The Government as well as the Seller/Supplier shall undertake to comply with all the relevant laws especially Procurement Laws for the time being in force.
6. **Dispute Resolution:-**
- 6.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement.
- 6.2 In the event that a dispute arises between the parties that cannot be settled amicably, the dispute shall be referred to arbitration by a single arbitrator to be appointed by each party.
- 6.3 In case the dispute could not be resolved by the arbitrators, as so appointed, the matter shall be referred for arbitration under the arbitration Act, 1940. The decision under the said Act, in respect of the dispute, shall be final and binding on both the Parties. The seat of arbitration shall be Peshawar.
7. **Termination of Agreement:-**
- 7.1 The Government may, at any time upon giving the Seller/Supplier thirty (30) days prior written notice to terminate this agreement, in case supplier fails to deliver as per conditions of the contract.
- 7.2 Government can terminate the agreement when any change occur which, in the opinion of the Government, impair or vary significantly the terms and conditions of this agreement; and
- 7.3 Consequently upon the termination the Government or the Supplier, as the case may be, shall reimburse



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.

Ialari

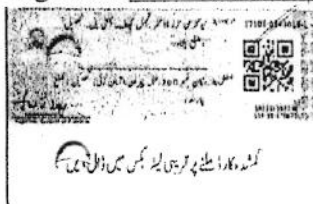
For and on behalf of Inspector General of Police, Khyber Pakhtunkhwa Peshawar

Name of Seller / Supplier
Designation
CNIC #

Imdad Ullah
Sales Executive
17101-0343019-1

Signature

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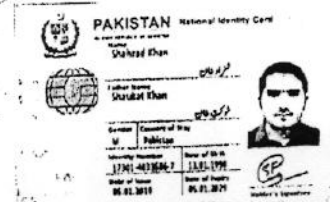
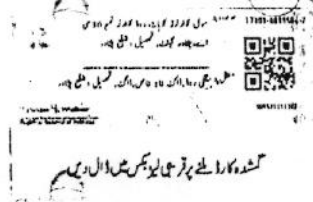
WITNESS
AIG (F&P) CPO PESHAWAR

WITNESS

Name: Shehzad Khan
Father's Name: Shaukat Khan
CNIC #: 17301-4833586-7

Signature

Shehzad



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