

**CONTRACT AGREEMENT NO. P/5084 /CA/AP-II/FORK LIFTERS/2023-24, DATED 14 / 12/2023
FOR SUPPLY OF FORK LIFTERS TO KHYBER PAKHTUNKHWA TRAFFIC POLICE**

This contract agreement is made and entered into on 14 / 12 / 2023 BY AND BETWEEN, the Governments of the Province of the Khyber Pakhtunkhwa, through Inspector General of Police (hereinafter referred as the "purchaser") which expression shall whenever the context requires, include his successor-in-interest, representative and assignee of the First part and MS Asian Developers, Office No. 22 Fourth Floor Deans Trade Centre Saddar 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 Fork Lifters (3.5 Ton) as per description, approved specification through legal, transparent and fair means in the interest of the Police Department.

AND WHEREAS the Second party has the specialty in manufacturing and supply of the Fork Lifters (3.5 Ton) and is a registered unit under the law of Pakistan having its registered office at Office No. 22 Fourth Floor Deans Trade Centre Saddar Peshawar (Pakistan).

AND WHEREAS the First party invited tenders for supply of the Fork Lifters (3.5 Ton) and the Second party, being a successful bidder has accepted the offer of the Government in lieu of the consideration mutually agreed and on such terms and condition as may be reflected in this agreement.

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

1. Commencement, Duration and Extension:-

- 1.1 This agreement shall come into force on the date on which both the parties sign the agreement.
- 1.2 This agreement shall be for supply of the Fork Lifters (3.5 Ton) duly agreed during proceedings as per description and approved sample / specification.
- 1.3 This agreement shall be valid for financial year 2023-24 or final execution of the agreement as the case may be.

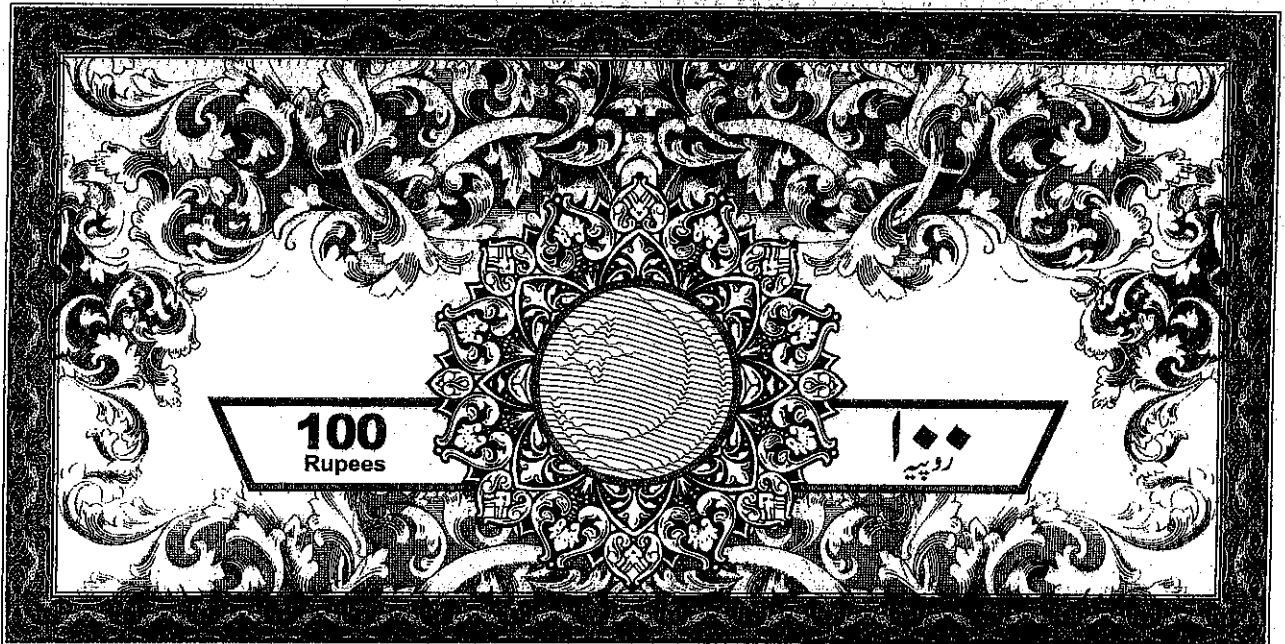
2. Agreement Price and Product Specification:-

- 2.1 The agreement price for the current financial year 2023-24 and product particulars shall be as follows:-

Sr. No.	Description of Articles with Specification	Qty	Rate	Total																																												
1.	Fork Lifters (3.5 Ton)																																															
	<table><thead><tr><th>DESCRIPTION</th><th>SPECIFICATION</th></tr></thead><tbody><tr><td>Engine type/ No of cylinders</td><td>Diesel/Petrol (04-cylinders)</td></tr><tr><td>Displacement</td><td>According to design</td></tr><tr><td>Fuel system</td><td>According to design</td></tr><tr><td>Length (mm)</td><td>According to design</td></tr><tr><td>Width (mm)</td><td>According to design</td></tr><tr><td>Height (mm)</td><td>According to design</td></tr><tr><td>Wheel base (mm)</td><td>According to design</td></tr><tr><td>Gross vehicle load</td><td>According to design</td></tr><tr><td>Transmission</td><td>Manual or automatic transmission</td></tr><tr><td>Brakes type (front and rear)</td><td>Drums/Disc</td></tr><tr><td>Suspension type (front and rear)</td><td>Heavy differential</td></tr><tr><td>Tyres</td><td>Heavy duty</td></tr><tr><td>Fuel tank capacity</td><td>According to design</td></tr><tr><td>Fork extension rods</td><td>Minimum 6 ½ ft</td></tr><tr><td>Jack</td><td>Heavy duty (vehicle mounted) 05 ton (min)</td></tr><tr><td>Safety foam</td><td>Minimum 8 inch 48x30 inch</td></tr><tr><td>Spare wheel</td><td>Compulsory. 01 Front, 01 Rear</td></tr><tr><td>Revolving lamp/ PA system</td><td>Compulsory. 100 W Speaker 12 Volt</td></tr><tr><td>spare parts availability</td><td>After sales service</td></tr><tr><td>Warranty</td><td>01 year</td></tr><tr><td>Cabin</td><td>Complete cabin with front screen</td></tr></tbody></table>	DESCRIPTION	SPECIFICATION	Engine type/ No of cylinders	Diesel/Petrol (04-cylinders)	Displacement	According to design	Fuel system	According to design	Length (mm)	According to design	Width (mm)	According to design	Height (mm)	According to design	Wheel base (mm)	According to design	Gross vehicle load	According to design	Transmission	Manual or automatic transmission	Brakes type (front and rear)	Drums/Disc	Suspension type (front and rear)	Heavy differential	Tyres	Heavy duty	Fuel tank capacity	According to design	Fork extension rods	Minimum 6 ½ ft	Jack	Heavy duty (vehicle mounted) 05 ton (min)	Safety foam	Minimum 8 inch 48x30 inch	Spare wheel	Compulsory. 01 Front, 01 Rear	Revolving lamp/ PA system	Compulsory. 100 W Speaker 12 Volt	spare parts availability	After sales service	Warranty	01 year	Cabin	Complete cabin with front screen	40	Rs. 5,290,000/-	
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				Rs. 211,600,000/- (Two hundred eleven million six hundred thousand only)																																												



ATTESTED
 TARIQ KHALID MAHMOOD
 (Signature)



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

The following are the responsibilities of the Government.

- 3.1 Government shall place a demand for supply of **Fork Lifters (3.5 Ton)** and shall make partial payment on each delivery 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 **180-Days** as per following schedule:-

Phase-I	10-Units
Phase-II	15-Units
Phase-III	15-Units

- 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 **2-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.

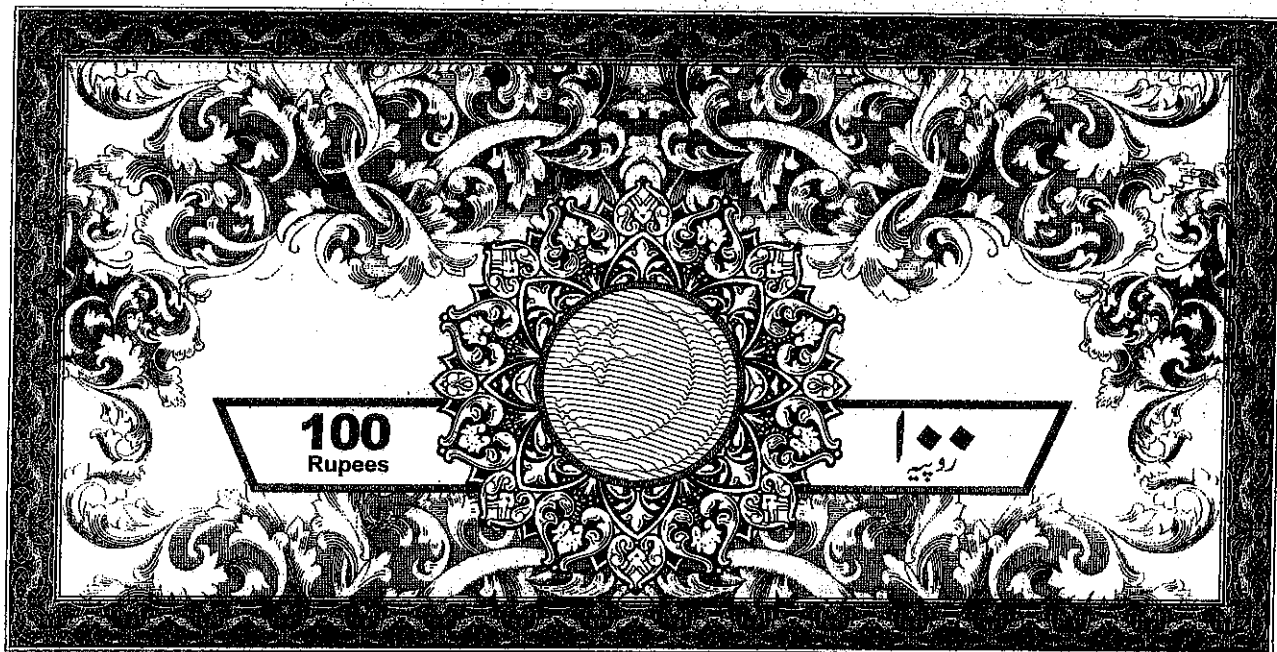
6. **Dispute Resolution:-**

- 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





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:-**

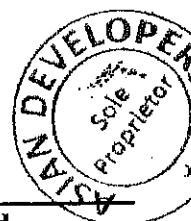
- 9.1 The Parties shall not be responsible for any delay in fulfillment of the obligations under this Agreement due to circumstances of Force Majeure, such as acts of God, war, riots, civil commotion, strike, lock outs and other circumstances and disturbances, which are beyond the control of both the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

Amjad Khan

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

Supplier

Name : Manzoor Ahmed
Designation : Managing Director
CNIC No : 54400-0464140-5



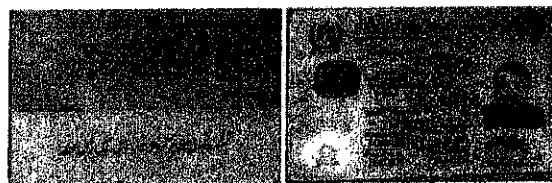
Wali

WITNESS
AIG (F&P) CPO PESHAWAR

Witness by Supplier

Name : Amjad Khan
F. Name : Wali Muhammad Kakar
CNIC No : 54303-1904252-7

Amjad



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