

TECHNICAL EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)

1. Name of Procuring Agency: **NHMP Sector N-5 North-I Khairabad**
2. Method of Procurement: **Tender (Single Stage Two Envelop)**
3. Title of Procurement: **Purchase of UPS Batteries**
4. Tender Inquiry No: **03/SSP/N-1/NHMP/2022-23**
5. PPRA Ref.No (TSE): **TS502747E**
6. Date & Time of Bid Closing: **28-02-2023 at 1200 hrs**
7. Date & Time of Bid Opening: **28-02-2023 at 1230 hrs**
8. No of Bids Received: **04 Bids**
9. Criteria for Bid Evaluation: **As Per NHMP Specifications/Sample based**
10. Details of Bid(s) Evaluation: **As Below**

Name of Bidder	Technical Marks (if applicable)	Rule/Regulation/SBD*/Policy/ Basis for Technical Rejection/Acceptance as per Rule 35 of PP Rules, 2004
M/S JR Enterprises Rawalpindi	Qualified	Accepted
M/S Adan Enterprises Nowshera	Qualified	Accepted
M/S ACME Solution Islamabad	Qualified	Accepted
M/S Brothers Traders Peshawar	Disqualified	Not Accepted



DSP/CPO - HQ

NHMP Sector North-I Khairabad

FINAL EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)

1. Name of Procuring Agency: **NHMP Sector N-5 North-I Khairabad**
2. Method of Procurement: **Tender (Single Stage Two Envelope)**
3. Title of Procurement: **Purchase of UPS Batteries**
4. Tender Inquiry No.: **03/SSP/N-1/NHMP/2022-23**
5. PPRA Ref. No. (TSE): **TS502747E**
6. Date & Time of Bid Closing: **28-02-2023 at 1200 hrs**
7. Date & Time of Bid Opening: **28-02-2023 at 1230 hrs**
8. No of Bids Received: **03**
9. Criteria for Bid Evaluation: **As per NHMP Specification/requirement**
10. Details of Bid(s) Evaluation:

Name of Bidder	Marks		Evaluated Cost	Rule/Regulation/SBD*/Policy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004
	Technical (if applicable)	Financial (if applicable)		
M/S JR Enterprises Rawalpindi	Qualified for opening financial bid	Approved to supply batteries of 19 plates 105 Ah and 27 plates 175 Ah.	Rs.283,657/-	Purchase Committee has accepted the bids submitted by M/S JR Enterprises Rawalpindi being the most advantageous in UPS Batteries.
M/S Adan Enterprises Nowshera	Qualified for opening financial bid	Approved to supply batteries of 23 plates 150 Ah.	Rs.97,499/-	Purchase Committee has accepted the bids submitted by M/S Adan JR Enterprises Nowshera being the most advantageous in UPS Batteries.
M/S ACME Solution Islamabad	Qualified for opening financial bid	Approved to supply batteries of 15 plates 80 Ah.	Rs.159,300/-	Purchase Committee has accepted the bids submitted by M/S ACME Solution Islamabad being the most advantageous in UPS Batteries.



DSP/CPO - HQ

NHMP Sector North-I Khairabad

OFFICE OF THE
SECTOR COMMANDER
SECTOR N-5 (NORTH-I) KHAIRABAD
SAFWAT GHAYUR HOUSE
NATIONAL HIGHWAYS & MOTORWAY POLICE
Ph. No. 0923-695033.

No. NHMP/Store N-1/(Misc)/tender /22-23/295

Dated: 28-02-2023

Subject: **MINUTES OF MEETING OF TECHNICAL COMMITTEE FOR PURCHASE OF MISCELLANEOUS ITEMS (UPS BATTERIES) FOR SECTOR NORTH-1 THROUGH TENDER FOR THE F/Y 2021-22.**

The meeting of the following Technical Committee was held on Tuesday, 28-2-2023 at 12:30 hrs at Line HQrs N-5 North-1 Khairabad in connection with Procurement of miscellaneous items UPS Batteries for Sector N-5 North-1 Khairabad out of budget head of "A-03942" Cost of other stores.

- | | | |
|------|---|----------|
| i) | Mr. Nazakat Ali, Sector Commander N-5 North-I, | Chairman |
| ii) | Mr. Muhammad Younas Niazi DSP/CPO Beat-03 North-1 | Member |
| iii) | Mr. Nadeem Gul DSP/CPO Beat-04 North-1 | Member. |
| iv) | Mr. Muhammad Jawad Ali, Store In charge Sector N-1, | Member |
| v) | Mr. Raheel Yousaf Co-opted | Member |

2. An advertisement, inviting tender from interested well reputed GST & income tax registered firms for procurement of miscellaneous item "UPS batteries" for Sector N-5 North-1 as per approved specifications mentioned in the tender documents was uploaded on the websites of NHMP and Public Procurement Regulatory Authority (PPRA) on 08-02-2023 & 09-02-2022 respectively. Accordingly, following **four (04)** firms participated in the tender on the given date and time.

- I. M/S Adan Enterprises, Nowshera.
- II. M/S JR Enterprises, Rawalpindi
- III. M/S Brother Traders, Peshawar.
- IV. M/S Acme solution, Islamabad

3. The meeting of the Technical Committee was held on **28-02-2023** for the opening of technical bids at Line HQrs, North-1, Khairabad, above mentioned **Four (04) firms'** submitted bids within stipulated time and date. The technical proposals of participating firms were opened on 28-02-2023 at **12:30 hrs** in presence of the bidders, representatives and technical committee. The quality of the samples provided by all firms were evaluated as per approved Specifications & sample of NHMP. The technical proposals of the firms including Tender documents, certificate of registration of Income tax and GST etc. were evaluated by the technical committee.

The technical committee unanimously declared all the participating three above mentioned firms qualified. The documents and samples provided by the **Four (04)** firms were also evaluated and found as per tender requirements. Therefore, the technical committee unanimously declared **04 firms technically qualified** and recommended to open their financial bids.



I/C Store (North-1)
(Member)



DSP/CPO Beat-03 (North-1)
(Member)



DSP/CPO Beat-04 (North-1)
(Member)



Raheel Yousaf
(Co-opted Member)



Sector Commander (North-I)
(Chairman)

OFFICE OF THE
SECTOR COMMANDER
SECTOR N-5 (NORTH-I) KHAIRABAD
SAFWAT GHAYUR HOUSE
NATIONAL HIGHWAYS & MOTORWAY POLICE
Ph. No. 0923-695033.

No. NHMP/Store N-1/(Misc)/tender /22-23/ 296

Dated: 28-2-2023

Subject: MINUTES OF MEETING OF FINANCIAL COMMITTEE FOR PURCHASE OF MISCELLANEOUS ITEMS (UPS BATTERIES) FOR SECTOR NORTH-1 THROUGH TENDER FOR THE F.Y 2022-23.

The meeting of the following Financial Committee was held on Tuesday, 28-02-2023 at 1300 hrs at Line HQrs N-5 North-1 Khairabad in connection with Procurement of Miscellaneous items (UPS Batteries) for Sector N-5 North-1 Khairabad out of budget head of account "A-03942" Cost of other stores".

- | | | |
|------|---|----------|
| i) | Mr. Nazakat Ali, Sector Commander N-5 North-I, | Chairman |
| ii) | Mr. Anees-ud-din DSP/CPO (LHQ) North-1 | Member |
| iii) | Mr. Sardar Qaisar DSP/CPO Beat-02 North-1 | Member. |
| iv) | Mr. Ashfaq Hussain, Line Officer (LHQ) Sector N-1 | Member |

2. An advertisement, inviting tender from interested well reputed GST and income tax registered firms for procurement of Miscellaneous items (UPS Batteries) for Sector N-5 North-1 as per approved specifications mentioned in the tender documents was uploaded on the websites of NHMP and Public Procurement Regulatory Authority (PPRA) on 08-02-2023 & 09-02-2023 respectively. Accordingly, following four (04) firms were declared Technical qualified by the technical committee.

- I. M/S Adan Enterprises, Nowshera.
- II. M/S Brothers Traders, Peshawar
- III. M/S JR Enterprises, Rawalpindi
- IV. M/S Acme solution, Islamabad

3. The meeting of the Financial Committee was held on 28-02-2023 for the opening of technical bids at Line HQrs, North-1, Khairabad. The financial bids of **Four (04)** technically qualified firms were opened in presence of the bidders, representatives and financial committee. The rates quoted by the firms are as under: -

5. The Financial Committee unanimously awarded Serial # 01 to M/S ACME Solution Islamabad, Serial # 02 and 04 to M/S J.R Enterprises Rawalpindi and serial # 03 to M/S Adan Enterprises Nowshera including all taxes for the financial year 2022-23 being lowest bidders with the condition to fulfill all codal formalities. Furthermore, the Bid Security/CDRs of remaining financially disqualified firms will be returned accordingly.


Lines Officers LHQ (North-1)
(Member)


DSP/CPO Beat-02 (North-1)
(Member)


DSP/CPO (LHQ) (North-1)
(Member)


Sector Commander (North-I)
(Chairman)

S #	Item Name	Specification		Qty	M/S Adan Enterprises NSR	M/S J.R Enterprises RWP	M/S Acme solution ISB	M/S Brothers Traders PR	Remarks/Recommendation of Sector Purchase Committee
		Plates	Ah Min						
1	Batteries 12 Volt	15	80 Ah	12	23950	23593	22500	26000	Sector purchase committee unanimously recommended to purchase the said item from <u>M/S Acme solution Islamabad</u> being the lowest
2		19	105 Ah	6	32313	25203	30500	34000	Sector purchase committee unanimously recommended to purchase the said item from <u>M/S J.R Enterprises RWP</u> being the lowest
3		23	150 Ah	2	41313	41443	43500	46000	Sector purchase committee unanimously recommended to purchase the said item from <u>M/S Adan Enterprises Nowshera</u> being the lowest
4		27	175 Ah	5	53313	46525	49500	59000	Sector purchase committee unanimously recommended to purchase the said item from <u>M/S M/S J.R Enterprises RWP</u> being the lowest


Lines Officers LHQ (North-1)
(Member)


DSP/CPO Beat-02 (North-1)
(Member)


DSP/CPO (LHQ) (North-1)
(Member)


Sector Commander (North-1)
(Chairman)

CONTRACT AGREEMENT



This contract agreement is made and entered into on **26-04-2023**.

Between

National Highways and Motorways Police having its office at Khairabad (here in offer referred to as "NHMP" which term shall wherever the context so permit shall mean and include its succession in-interest, nominees, executors, administrators and transferees) of the first Party.

And

M/S JR Enterprises Rawalpindi having its office at Rawalpindi Saddar (herein offer referred to as M/S J.R Enterprises Rwp (Suppliers) shall where ever the context so permit shall mean and include its nominees, executors, transferees and permitted assigns) on the second part.

Whereas, NHMP is a law enforcement agency, functioning under the laws of Pakistan intend and agree to purchase of UPS batteries Sector N-5 North-I Khairabad.

Whereas, M/S M/S J.R Enterprises (Suppliers) is a GST Registered firm intend and agree to provide UPS Batteries under the following terms and conditions of the agreement.

The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -

- (h) This form of Contract;
- (i) the Form of Bid and the Price Schedule submitted by the Bidder;
- (j) the Schedule of Requirements;
- (k) the Technical Specifications;
- (l) the Special Conditions of Contract;
- (m) the General Conditions of the Contract;
- (n) the Procuring Agency's Letter of Acceptance;

General Terms and Conditions

Particulars of Items:-

S. #	Name of Items	Specification	Unit Price	Qty	Total Price
1	UPS Battery	19 plates 105 Ah	25,203/-	04	100,812/-
2	UPS Battery	27 Plates 175 Ah	46,525/-	03	139,575/-
Total					240,387/-
18 % GST					43,270/-
G. Total					283,657/-

Delivery:- The supplier shall deliver all the items at LHQ N-5 North-I, Khairabad within 10 days from the date of supply order.

Inspection:- Purchase/Inspection Committee of Sector N-5 North-I shall examine and inspect all items at LHQ N-5 North-I Khairabad, in accordance with the approved sample. Items found contrary to approved specifications and quality will be returned and rejected.

Supplier's Guarantee:-

Supplier must supply and clearly state that the items being supplied by them are exactly, as per approved sample, absolutely free from materials and manufacturing defects and is in accordance with the specification/approved sample and quality.

Warranty/Guarantee: - Warranty/Guarantee of the items shall be according to the tender documents. Immature mortality of items within warranty period shall be replaced by the firm free of cost immediately. The firm will extend its after sales services on spot. The supplier firm will also be responsible for any loss that occurs due to his supplies.

Payments: - The payment shall be made within 02 month after delivery, inspection and satisfactory laboratory report of items as per specifications and conditions given in tender documents, and on production of bill along with GST invoice bearing Bank Account Number and Vendor Number.

Taxes/Duties:- All taxes, duties and laboratory test expenses shall be paid by the suppliers.

Liquidated Damages:- If the supplier fails to deliver any or all the items of the specified standard within the specified time period, the supplier shall deposit, without prejudice to other remedies under the contract, liquidated damages i.e. sum equivalent to 0.5% per week and maximum up to 20% would be imposed on the firm for delayed supplies.

Security Deposit: - The supplier shall deposit a security equivalent to 05% of the total value of supply order in favor of DDO NHMP N-5 North-I, Khairabad, which shall remain with the department till the completion of warranty period.

Penalty for Failure of Supply: - If firm fails to supply any or all the Items as per specification and required standard, 10% security will be forfeited and the un-supplied Items will be purchased on the risk and cost of the supplier. Action for blacklisting of the firm will also be initiated.

Force Majeure:- (a) The obligations of either party in relation to a sale by the Supplier shall be suspended to the extent that such performance is impeded or made unreasonably onerous by an occurrence beyond the control of the party affected (Force Majeure). Force Majeure includes, but is not limited to, fire, gas/electricity supply disruptions, extreme weather, pandemics, war, extensive military mobilization affecting the performance of supplier, global supply chain disruptions, insurrection, seizure, embargo, caused by any such circumstance referred to above occurring after entering into this contract.

(b) If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof.

circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Dispute Resolution:- In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.

NOTE:-

- The agreement has been executed with the approval of Additional Inspector General, NHMP (North Region).
- In case of any violation of the above terms and conditions, the responsibility for any loss or damage will lie on the supplier firm.



Mr. Malik Zahid
General Director

M/S J.R Enterprises Rawalpindi



DSP/Chief Patrol Officer (HQ)
Sector N-5, (North-I)

Witness .01



Witness 1
IP/SPO Jawad Ai
CNIC # 17201-2203165-3

Witness .01



Witness 2
SI/PO Ashfaq Hussain
CNIC # 17201-7193018-7



CONTRACT AGREEMENT



This contract agreement is made and entered into on **26-04-2023**

Between

National Highways and Motorways Police having its office at Khairabad (here in offer referred to as "NHMP" which term shall wherever the context so permit shall mean and include its succession in-interest, nominees, executors, administrators and transferees) of the first Party.

And

M/S ACME Solution Islamabad having its office at Islamabad (herein offer referred to as M/S ACME Solution (Suppliers) shall where ever the context so permit shall mean and include its nominees, executors, transferees and permitted assigns) on the second part.

Whereas, NHMP is a law enforcement agency, functioning under the laws of Pakistan intend and agree to purchase of UPS batteries Sector N-5 North-I Khairabad.

Whereas, M/S ACME Solution (Suppliers) is a GST Registered firm intend and agree to provide UPS Batteries under the following terms and conditions of the agreement.

The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -

- (a) This form of Contract;
- (b) the Form of Bid and the Price Schedule submitted by the Bidder;
- (c) the Schedule of Requirements;
- (d) the Technical Specifications;
- (e) the Special Conditions of Contract;
- (f) the General Conditions of the Contract;
- (g) the Procuring Agency's Letter of Acceptance;

General Terms and Conditions

Particulars of Items and Price cost:-

S. #	Name of Items	Specification	Unit Price	Qty	Total Price
1	UPS Battery	15 Plates 80 Ah	22,500/-	06	135,000/-
					135,000/-
Total					24,300/-
18 % GST					159,300/-
G. Total					

Delivery:- The supplier shall deliver all the items at LHQ N-5 North-I, Khairabad within 10 days from the date of supply order.

Inspection:- Purchase/Inspection Committee of Sector N-5 North-I shall examine and inspect all items at LHQ N-5 North-I Khairabad, in accordance with the approved sample. Items found contrary to approved specifications and quality will be returned and rejected.

Supplier's Guarantee:-

Supplier must supply and clearly state that the items being supplied by them are exactly, as per approved sample, absolutely free from materials and manufacturing defects and is in accordance with the specification/approved sample and quality.

Warranty/Guarantee:- Warranty/Guarantee of the items shall be according to the tender documents. Immature mortality of items within warranty period shall be replaced by the firm free of cost immediately. The firm will extend its after sales services on spot. The supplier firm will also be responsible for any loss that occurs due to his supplies.

Payments:- The payment shall be made within 02 month after delivery, inspection and satisfactory laboratory report of items as per specifications and conditions given in tender documents, and on production of bill along with GST invoice bearing Bank Account Number and Vendor Number.

Taxes/Duties:- All taxes, duties and laboratory test expenses shall be paid by the suppliers.

Liquidated Damages:- If the supplier fails to deliver any or all the items of the specified standard within the specified time period, the supplier shall deposit, without prejudice to other remedies under the contract, liquidated damages i.e. sum equivalent to 0.5% per week and maximum up to 20% would be imposed on the firm for delayed supplies.

Security Deposit:- The supplier shall deposit a security equivalent to 05% of the total value of supply order in favor of DDO NHMP N-5 North-I, Khairabad, which shall remain with the department till the completion of warranty period.

Penalty for Failure of Supply:- If firm fails to supply any or all the items as per specification and required standard, 10% security will be forfeited and the un-supplied items will be purchased on the risk and cost of the supplier. Action for blacklisting of the firm will also be initiated.

Force Majeure:- (a) The obligations of either party in relation to a sale by the Supplier shall be suspended to the extent that such performance is impeded or made unreasonably onerous by an occurrence beyond the control of the party affected (Force Majeure). Force Majeure includes, but is not limited to, fire, gas/electricity supply disruptions, extreme weather, pandemics, war, etc.

Bally

Unless otherwise directed by the Procuring Agency in writing or in electronic form, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.

Dispute Resolution: In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties. After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.

NOTE:-

- The agreement has been executed with the approval of Additional Inspector General, NHMP (North Region).
- In case of any violation of the above terms and conditions, the responsibility for any loss or damage will lie on the supplier firm.

M/S Acme Solution Islamabad
Islamabad

DSP/Chief Patrol Officer (HQ)
Sector N-5, (North-1)

Witness .01

Witness 1
IP/SPO Jawad Ai
CNIC #17201-2203165-3

Witness .01

Witness 2
SI/PO Ashfaq Hussain
CNIC # 17201-7193018-7

CONTRACT AGREEMENT

This contract agreement is made and entered into on **26-04-2023**.

Between

National Highways and Motorways Police having its office at Khairabad (here in offer referred to as "NHMP" which term shall wherever the context so permit shall mean and include its succession in-interest, nominees, executors, administrators and transferees) of the first Party.

And

M/S Adan Enterprises Nowshera having its office at Akora Khattak (herein offer referred to as M/S Adan Enterprises (Suppliers) shall where ever the context so permit shall mean and include its nominees, executors, transferees and permitted assigns) on the second part.

Whereas, NHMP is a law enforcement agency, functioning under the laws of Pakistan intend and agree to purchase of UPS batteries Sector N-5 North-I Khairabad.

Whereas, M/S M/S Adan Enterprises (Suppliers) is a GST Registered firm intend and agree to provide UPS Batteries under the following terms and conditions of the agreement.

The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -

- (o) This form of Contract;
- (p) the Form of Bid and the Price Schedule submitted by the Bidder;
- (q) the Schedule of Requirements;
- (r) the Technical Specifications;
- (s) the Special Conditions of Contract;
- (t) the General Conditions of the Contract;
- (u) the Procuring Agency's Letter of Acceptance;

General Terms and Conditions

Particulars of Items and Price cost:-

S. #	Name of Items	Specification	Unit Price	Qty	Total Price
1	UPS Battery	23 Plates 150 Ah	41,313/-	02	82,626/-
Total					82,626/-
18 % GST					14,873/-
G. Total					97,499/-

Delivery:- The supplier shall deliver all the items at LHQ N-5 North-I, Khairabad within 10 days from the date of supply order.

Inspection:- Purchase/Inspection Committee of Sector N-5 North-I shall examine and inspect all items at LHQ N-5 North-I Khairabad, in accordance with the approved sample. Items found contrary to approved specifications and quality will be returned and rejected.

Supplier's Guarantee:-

Supplier must supply and clearly state that the items being supplied by them are exactly, as per approved sample, absolutely free from materials and manufacturing defects and is in accordance with the specification/approved sample and quality.

Warranty/Guarantee:- Warranty/Guarantee of the items shall be according to the tender documents. Immature mortality of items within warranty period shall be replaced by the firm free of cost immediately. The firm will extend its after sales services on spot. The supplier firm will also be responsible for any loss that occurs due to his supplies.

Payments:- The payment shall be made within 02 month after delivery, inspection and satisfactory laboratory report of items as per specifications and conditions given in tender documents, and on production of bill along with GST invoice bearing Bank Account Number and Vendor Number.

Taxes/Duties:- All taxes, duties and laboratory test expenses shall be paid by the suppliers.

Liquidated Damages:- If the supplier fails to deliver any or all the items of the specified standard within the specified time period, the supplier shall deposit, without prejudice to other remedies under the contract, liquidated damages i.e. sum equivalent to 0.5% per week and maximum up to 20% would be imposed on the firm for delayed supplies.

Security Deposit:- The supplier shall deposit a security equivalent to 05% of the total value of supply order in favor of DDO NHMP N-5 North-I, Khairabad, which shall remain with the department till the completion of warranty period.

Penalty for Failure of Supply:- If firm fails to supply any or all the Items as per specification and required standard, 10% security will be forfeited and the un-supplied Items will be purchased on the risk and cost of the supplier. Action for blacklisting of the firm will also be initiated.

Force Majeure:- (a) The obligations of either party in relation to a sale by the Supplier shall be suspended to the extent that such performance is impeded or made unreasonably onerous by an occurrence beyond the control of the party affected (Force Majeure). Force Majeure includes, but is not limited to, fire, gas/electricity supply disruptions, extreme weather, pandemics, war, extensive military mobilization affecting the performance of supplier, global supply chain disruptions, insurrection, seizure, embargo, caused by any such circumstance referred to above occurring after entering into this contract.

(b) If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event

military mobilization affecting the performance of supplier, global supply chain disruptions, insurrection, seizure, embargo, caused by any such circumstance referred to above occurring after entering into this contract.

(b) If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

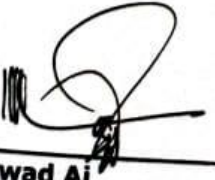
Dispute Resolution:- In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.

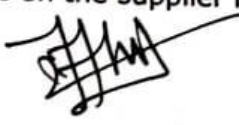
NOTE:-

- The agreement has been executed with the approval of Additional Inspector General, NHMP (North Region).
- In case of any violation of the above terms and conditions, the responsibility for any loss or damage will lie on the supplier firm.


ADAN ENTERPRISES,
GENERAL SUPPLIER
Nowshera
Adan Enterprises Nowshera

Witness .01


Witness 1
IP/SPO Jawad Ai
CNIC # 17201-2203165-3


DSP/Chief Patrol Officer (HQ)
Sector N-5, (North-I)

Witness .01


Witness 2
SI/PO Ashfaq Hussain
CNIC # 17201-7193018-7