

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. Sindh Police
- 2) PROVINCIAL / LOCAL GOVT / OTHER Provincial
- 3) TITLE OF CONTRACT Procurement of Equipments (Plant & Machinery)
- 4) TENDER NUMBER INF-KRY No.1422/18
- 5) BRIEF DESCRIPTION OF CONTRACT Original Indent 200 (3% increase)+06=206 VHF Motorcycle Set
- 6) FORUM THAT APPROVED THE SCHEME SNE-2017-18 *200 + 06 (3% increase) = 206*
- 7) TENDER ESTIMATED VALUE Rs.20,600,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 14 Days
- 10) TENDER OPENED ON (DATE & TIME) 03-04-2018 at 1500 Hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 05
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT Enclosed
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Forbes Forbes Campbell Co. Karachi
- 16) CONTRACT AWARD PRICE Rs.19,175,716/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1st

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE Domestic/ Local
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	SPPRA I.D. Sr.No.37318 Dated: 19-03-2018
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Dawn, Jang & Kawish Dated: 13-03-2018
No	

22) NATURE OF CONTRACT

Domestic Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?

(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	√

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	√

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	√

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	√

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	√

Signature & Official Stamp of
Authorized Officer



FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

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- 1) NAME OF THE ORGANIZATION / DEPTT. Sindh Police
- 2) PROVINCIAL / LOCAL GOVT / OTHER Provincial
- 3) TITLE OF CONTRACT Procurement of Equipments (Plant & Machinery)
- 4) TENDER NUMBER INF-KRY No.1422/18
- 5) BRIEF DESCRIPTION OF CONTRACT Original Indent 100 (15% increase)+15=115 Water Dispenser
- 6) FORUM THAT APPROVED THE SCHEME SNE-2017-18
- 7) TENDER ESTIMATED VALUE Rs.1,610,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 14 Days
- 10) TENDER OPENED ON (DATE & TIME) 03-04-2018 at 1500 Hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 02
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 02
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02
- 14) BID EVALUATION REPORT Enclosed
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Orient Home Appliances
- 16) CONTRACT AWARD PRICE Rs.1,483,500/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1st

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____
- c) TWO STAGE BIDDING PROCEDURE _____
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Yes	SPPRA I.D. Sr.No.37318 Dated: 19-03-2018
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ii) News Papers
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Yes	Dawn, jang & Kawish Dated: 13-03-2018
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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(Attach copy of the bid evaluation report)

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38) SPECIAL CONDITIONS, IF ANY
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Yes	
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Signature & Official Stamp of
Authorized Officer



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- 3) TITLE OF CONTRACT Procurement of Equipments (Plant & Machinery)
- 4) TENDER NUMBER INF-KRY No.1422/18
- 5) BRIEF DESCRIPTION OF CONTRACT Original Indent 75 (15% increase)+11=86 Split AC
- 6) FORUM THAT APPROVED THE SCHEME SNE-2017-18
- 7) TENDER ESTIMATED VALUE Rs.3,956,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 14 Days
- 10) TENDER OPENED ON (DATE & TIME) 03-04-2018 at 1500 Hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 03
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- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT Enclosed
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s PEL Marketing (Pvt) Ltd.
- 16) CONTRACT AWARD PRICE Rs.4,282,800/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1st

18) METHOD OF PROCUREMENT USED : - (Tick one)

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Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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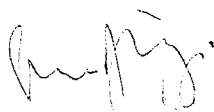
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- 4) TENDER NUMBER INF-KRY No.1422/18
- 5) BRIEF DESCRIPTION OF CONTRACT Original Indent 82 (15% increase)+12=94 Photocopier
- 6) FORUM THAT APPROVED THE SCHEME SNE-2017-18
- 7) TENDER ESTIMATED VALUE Rs.7,050,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 16 Days
- 10) TENDER OPENED ON (DATE & TIME) 03-04-2018 at 1500 Hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 08
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- 12) NUMBER OF BIDS RECEIVED 04
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 04
- 14) BID EVALUATION REPORT Enclosed
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Office Automation Group
- 16) CONTRACT AWARD PRICE Rs.7,614,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
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18) METHOD OF PROCUREMENT USED : - (Tick one)

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Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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(If yes, give Brief Description)

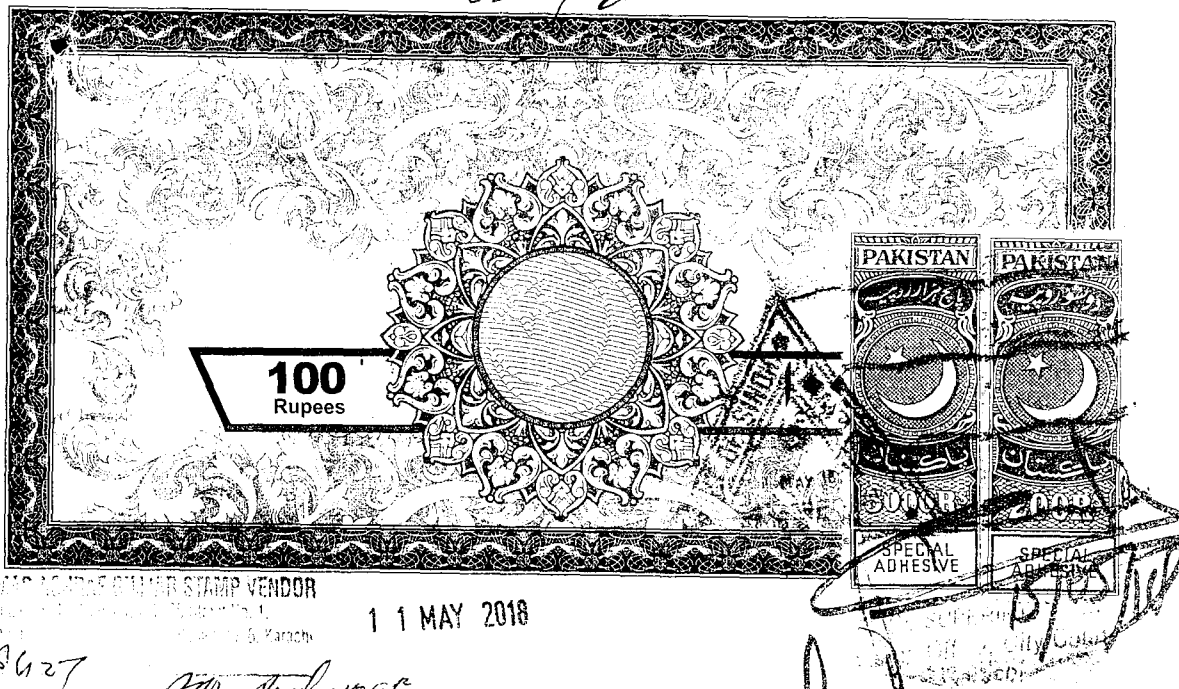
Yes	
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Signature & Official Stamp of
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Tele: 021-9205356; 021-9205369 & Fax: 021-9206291



ANTI-FALSIFICATION BOARD'S STAMP VENDOR
 Head Office: National Bank Building, 1st Floor,
 Chughtai Avenue, Saddar, Karachi
 S. No. 8627
 ISSUED TO: Atto Ahmad Noor
 THROUGH: cc 330141
 PURPOSE: _____
 VALUE RS /-
 STAMP VENDOR'S SIGNATURE: _____

11 MAY 2018

CONTRACT AGREEMENT

1. This contract agreement is made and entered into on 18 May, 2018 BY AND BETWEEN.

i) **Inspector General of Police, Sindh Central Police Office, I.I. Chundrigar Road, Karachi**, hereinafter referred as Buyer, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees officers delegated to perform functions procurements for and on behalf of various units of Sindh Police department of ONE PART.

AND

ii) **M/s Orient Home Appliances (Pvt.) Ltd, 26-KM Multan Road, Lahore**, having its registered office at hereinafter referred as supplier, which expression shall, unless repugnant to the context of meaning thereof, be deemed to include its successors and permitted assignees of the OTHER PART.

2. WHEREAS the **Inspector General of Police, Sindh** is entrusted with responsibility of procurement of Plant & Machinery during current financial year 2017-18 as per description, with specification and quantity, given below:-

Description of Articles	Quantity/Number
Water Dispenser As per Approved quoted Model (Orient Model: OWD-Crystal)	100 Nos. (Original Indent) + 15 Nos. (15% increase) = Total: 115 Nos.

3. AND WHEREAS, **the Inspector General of Police, Sindh**, in accordance with the Sindh Public Procurement Rules, 2010 (amended 2017), as adopted by Government of Sindh vide notification **No. SORI(SGA&CD) 2-30/2010, dated 8th March 2010** invited tenders for the supply of above Plant & Machinery through advertisement in leading national newspapers.
4. That **M/s Orient Home Appliances (Pvt.) Ltd, 26-KM Multan Road, Lahore**, participated in the response of open tenders, floated IGP Sindh, by submitting technical and financial bids, after necessary evaluation of the products, items described above, the Departmental Committee opened the financial bids in front of all bidders on 03.05.2018.
5. That the rates offered by **M/s Orient Home Appliances (Pvt.) Ltd, 26-KM Multan Road, Lahore**, for the products, items as shown and given above, were found to be lowest offered in comparative terms with the rates of other bidders participating in the process. Therefore, on the recommendation of Departmental Procurement Committee, the IGP Sindh has accorded approval to place purchase/procurement order in favour of **M/s Orient Home Appliances (Pvt.) Ltd, 26-KM Multan Road, Lahore**, on terms and conditions specified below:-

NOW THEREFORE PARTIES HEREBY AGREED AS FOLLOW:-

- i) That **M/s Orient Home Appliances (Pvt.) Ltd, 26-KM Multan Road, Lahore**, shall supply Plant & Machinery described and specified alongwith quantity mentioned above within 14 days from the date of signing of this agreement.
- ii) That all deliveries shall be made at CPO Clothing Store, Nishter Road, Garden, Karachi, between 0900 hours to 1600 hours on working days only.
- iii) That every article shall be made and finished in all respects to entire satisfaction of Departmental Inspection Committee which shall be at liberty to reject any Plant & Machinery or part thereof if it is not in accordance with approved specification mentioned in the tender documents submitted by supplier at the time of bidding, and evaluated and approved for this purchase order and such rejection shall be final. That no appeal or review will be permissible against the decision of Inspection Committee.
- iv) That **the AIGP/Logistics, CPO, Sindh**, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number Plant & Machinery accepted and rejected, and such receipts shall be conclusive evidence of the acceptance and rejection of the number of articles specified as accepted and rejected.
- v) That all Plant & Machinery rejected shall be taken back and removed by the **M/s Orient Home Appliances (Pvt.) Ltd, 26-KM Multan Road, Lahore**, and replace with the new store, if the replaced store however again rejected by the Inspection Committee then nothing shall become due or recoverable by the **M/s Orient Home Appliances (Pvt.) Ltd, 26-KM Multan Road, Lahore**, in respect on account of Plant & Machinery so rejected.
- vi) That all articles accepted shall be paid for by **the AIGP/Logistic, CPO, Sindh** at the rate specified below (F.O.R Destination) within financial year 2017-18.

Item/Article	Qty	Rate Per Unit	Total Amount
Water Dispenser	115	Rs.12,900/-	Rs.1,483,500/-

- vii) In case **M/s Orient Home Appliances (Pvt.) Ltd, 26-KM Multan Road, Lahore**, make default, in the due performance of this agreement/contract in part or full. **AIGP/Logistic, CPO, Sindh** shall be at liberty to impose and recover L.D. Charges not exceeding 2% per month thereof. The penalty shall be applicable only to the extent of item/equipments supplied late.
- viii) **The AIGP/Logistic, CPO, Sindh** shall have right to assess, demand and recover any damages suffered by Police Department due to late supply of the item/articles from the supplier.
- ix) **The AIGP/Logistic, CPO, Sindh** shall be at liberty to deduct and retain the amount so assessed from the bill that may be or may become due and payable at or after the time of such failure to the **M/s Orient Home Appliances (Pvt.) Ltd, 26-KM Multan Road, Lahore**, by the said **AIGP/Logistic, CPO, Sindh**, whether by virtue of agreement or otherwise.
- x) The IGP Sindh shall not be responsible for non-performance of this agreement due to change in law, rules and policy of the government as notified in official gazette from time to time.
- xi) That all conditions laid down in the rules framed for procurement by the Government shall apply to transactions made under this contract agreement and both parties shall be bound by it.

6. That the supplier has agreed to deliver the supply within 14 days which expires on **31-05-2018**, i.e. deadline of supply for financial year 2017-18. Hence supply received upto **31-05-2018** will be acceptable after inspection whereas concerning the supply after deadline, supplier has to deposit 100% Bank Guarantee equal to the amount of remaining/balance supply with the request to extend the supply period. Advance payment on pre-receipted bill against such remaining supply is subject to approval by Finance Department Government of Sindh.

7. **Warranty:-** The supplier warrants that all Goods supplied under the Contract are new, unused, and have no defect. The warranty of the Goods shall remain valid for 01 year after the Goods or any portion thereof as the case may be, have been delivered at final destination indicated in the Contract and accepted after inspection. The Procuring agency will promptly notify the supplier in writing of any claims arising under the warranty, and upon receipt of such notice the supplier shall repair or replace the defective Goods or parts thereof, without costs to the Procuring agency within period as mentioned below:-

Action Item	Response Time
Replacement	2 Weeks
Repair	2 Weeks
Re-configuration	Nil
Backup Replacement	Nil

If the Supplier having been notified fails to remedy the defect (s) within the period specified in contract, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

8. Any claim in the case of discrepant quality/specification/performance shall be raised by the Purchaser in writing within the guarantee/warranty period of the contracted stores. Such a period (equipment remained in defective/non-operational state) will be subtracted from the total warranty/guarantee period.

9. The validity of Performance Security shall extend at least ninety days after the date of completion of contract to cover defects liability period or maintenance period subject to final acceptance by the Purchaser.

10. This contract agreement shall be construed, and the legal relations created herein will be determined in accordance with the laws of Islamic Republic of Pakistan.

11. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.

12. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in the Agreement. If the parties fail to agree on such amendments, such invalid terms, condition or provision will be served from remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

13. Force Majeure:-

i) Definition:-

(a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (Except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub-contractor or agent or employees nor (ii) any event which a diligent party could reasonable have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

ii) No Breach of contract:-

The failure of Party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

iii) Measures to be taken:-

(a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum delay.

(b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than thirty days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal condition as soon as possible.

(c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

iv) Extension of Time:-

(a) Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as result of Force Majeure.

14. Arbitration:-

i) Right to Arbitration

Any disputes between the parties as to matter arising pursuant to this contract which cannot be settled amicably within seven (07) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration in accordance with the provision of contract agreement.

ii) Selection of Arbitrators

Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

iii) Rules of Procedures

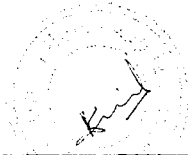
(a) The arbitration proceedings shall be conducted in accordance with the provision of Pakistan Arbitration Act (Act of 1940) as in force on the date of this contract.

(b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.

15. This agreement may be amended only in writing signed by both the parties.

16. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

AIGP/Logistics
On behalf of IGP, Sindh

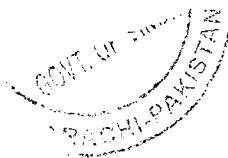


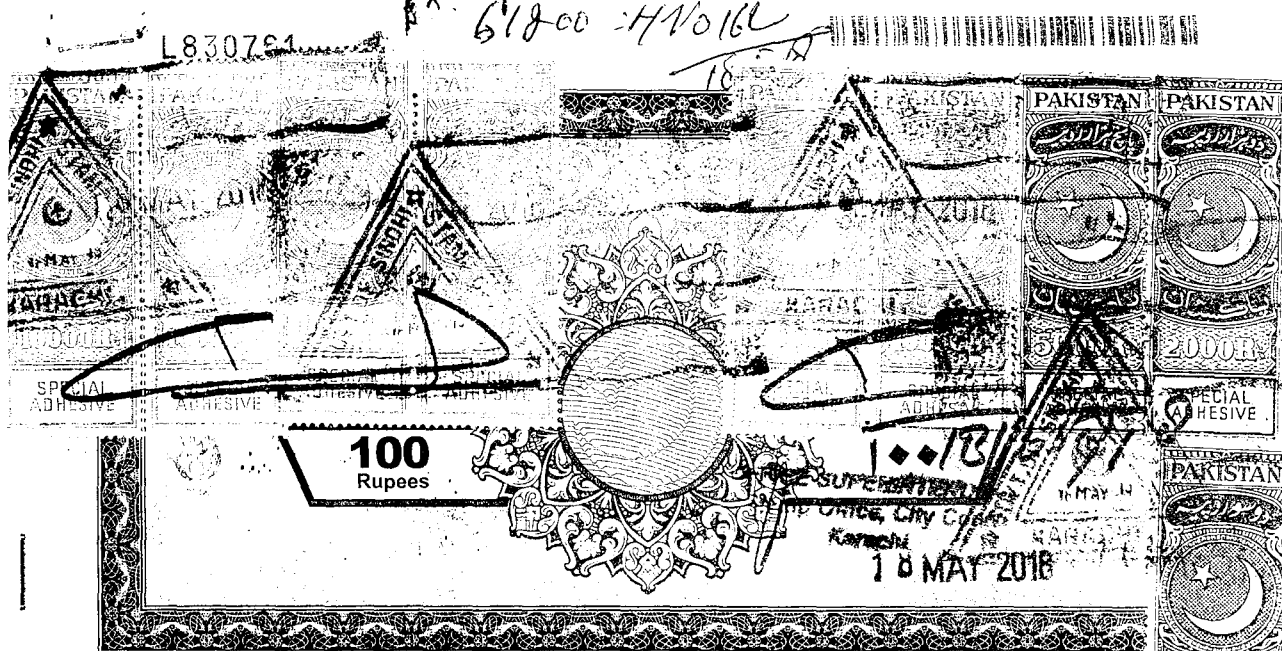
On behalf of
M/s Orient Home Appliances (Pvt.) Ltd, 26-KM Multan
Road, Lahore

Witness:

1) Absaar Godil
42201-9338841-3

2) Fahad Sobail Siddiqi
42101-2300073-9





MUHAMMAD YOUNUS STAMP VENDOR
 Lic No 81 Shop # 4, Anum Plaza, G.K. 8/10
 Bohri Road, Opp. Custom House, Kharadar
 Karachi

10 MAY 2018

S.No. 25809 DATE _____
 ISSUED TO WITH ADDRESS Forbes Forbes Campbell & Co. Pvt. Ltd
 THROUGH WITH ADDRESS _____
 PURPOSE _____
 VALUE NO 100 (ATTACHED)
 NOT USE FOR FREE WILL & DIVORCE PURPOSE
 STAMP VENDOR'S SIGNATURE [Signature]

CONTRACT AGREEMENT

1. This contract agreement is made and entered into on 18 May, 2018 BY AND BETWEEN.

i) **Inspector General of Police, Sindh Central Police Office, I.I. Chundrigar Road, Karachi**, hereinafter referred as Buyer. which expression shall unless repugnant to the context or meaning thereof. be deemed to include its successors and permitted assignees officers delegated to perform functions procurements for and on behalf of various units of Sindh Police department of ONE PART.

AND

ii) **M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi**, having its registered office at hereinafter referred as supplier. which expression shall, unless repugnant to the context of meaning thereof. be deemed to include its successors and permitted assignees of the OTHER PART.

2. WHEREAS the **Inspector General of Police, Sindh** is entrusted with responsibility of procurement of Plant & Machinery during current financial year 2017-18 as per description. with specification and quantity. given below:-

Description of Articles	Quantity/Number
VHF Motorecycle Sei As per Approved quoted Model (Hytera Model: MD788 50 Watt with Standard Accessories)	200 Nos. (Original Indent) + 06 Nos. (3% increase) = Total: 206 Nos.

AND WHEREAS, the **Inspector General of Police, Sindh**, in accordance with the Sindh Public Procurement Rules, 2010 (amended 2017), as adopted by Government of Sindh vide notification **No. SORI(SGA&CD) 2-30/2010, dated 8th March 2010** invited tenders for the supply of above Plant & Machinery through advertisement in leading national newspapers.

4. That **M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi**, participated in the response of open tenders. floated IGP Sindh, by submitting technical and financial bids. after necessary evaluation of the products, items described above, the Departmental Committee opened the financial bids in front of all bidders on 03.05.2018.
5. That the rates offered by **M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi**, for the products, items as shown and given above, were found to be lowest offered in comparative terms with the rates of other bidders participating in the process. Therefore, on the recommendation of Departmental Procurement Committee, the IGP Sindh has accorded approval to place purchase/procurement order in favour of **M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi**, on terms and conditions specified below:-

NOW THEREFORE PARTIES HEREBY AGREED AS FOLLOW:-

- i) That **M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi**, shall supply Plant & Machinery described and specified alongwith quantity mentioned above within 14 days from the date of signing of this agreement.
- ii) That all deliveries shall be made at Police Telecommunication Sindh, Garden, Karachi, between 0900 hours to 1600 hours on working days only.
- iii) That every article shall be made and finished in all respects to entire satisfaction of Departmental Inspection Committee which shall be at liberty to reject any Plant & Machinery or part thereof if it is not in accordance with approved specification mentioned in the tender documents submitted by supplier at the time of bidding, and evaluated and approved for this purchase order and such rejection shall be final. That no appeal or review will be permissible against the decision of Inspection Committee.
- iv) That the **AIGP/Logistics, CPO, Sindh**, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number Plant & Machinery accepted and rejected, and such receipts shall be conclusive evidence of the acceptance and rejection of the number of articles specified as accepted and rejected.
- v) That all Plant & Machinery rejected shall be taken back and removed by the **M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi**, and replace with the new store, if the replaced store however again rejected by the Inspection Committee then nothing shall become due or recoverable by the **M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi** in respect on account of Plant & Machinery so rejected.
- vi) That all articles accepted shall be paid for by the **AIGP/Logistic, CPO, Sindh** at the rate specified below (F.O.R Destination) within financial year 2017-18.

Item/Article	Qty	Rate Per Unit	Total Amount
VIII Motorcycle Set	206	Rs.93.086/-	Rs.19,175.716/-

vii) In case M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, make default, in the due performance of this agreement/contract in part or full. AIGP/Logistic, CPO, Sindh shall be at liberty to impose and recover L.D. Charges not exceeding 2% per month thereof. The penalty shall be applicable only to the extent of item/equipments supplied late.

viii) The AIGP/Logistic, CPO, Sindh shall have right to assess, demand and recover any damages suffered by Police Department due to late supply of the item/articles from the supplier.

ix) The AIGP/Logistic, CPO, Sindh shall be at liberty to deduct and retain the amount so assessed from the bill that may be or may become due and payable at or after the time of such failure to the M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, by the said AIGP/Logistic, CPO, Sindh, whether by virtue of agreement or otherwise.

x) The IGP Sindh shall not be responsible for non-performance of this agreement due to change in law, rules and policy of the government as notified in official gazette from time to time.

xi) That all conditions laid down in the rules framed for procurement by the Government shall apply to transactions made under this contract agreement and both parties shall be bound by it.

6. That the supplier has agreed to deliver the supply within 14 days which expires on **31-05-2018**, i.e. deadline of supply for financial year 2017-18. Hence supply received upto **31-05-2018** will be acceptable after inspection whereas concerning the supply after deadline, supplier has to deposit 100% Bank Guarantee equal to the amount of remaining/balance supply with the request to extend the supply period. Advance payment on pre-receipted bill against such remaining supply is subject to approval by Finance Department Government of Sindh.

7. **Warranty:-** The supplier warrants that all Goods supplied under the Contract are new, unused, and have no defect. The warranty of the Goods shall remain valid for 01 year after the Goods or any portion thereof as the case may be, have been delivered at final destination indicated in the Contract and accepted after inspection. The Procuring agency will promptly notify the supplier in writing of any claims arising under the warranty, and upon receipt of such notice the supplier shall repair or replace the defective Goods or parts thereof, without costs to the Procuring agency within period as mentioned below:-

Action Item	Response Time
Replacement	15 working days
Repair	05 working days
Re-configuration	02 working days
Backup Replacement	15 working days

If the Supplier having been notified fails to remedy the defect (s) within the period specified in contract, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

8. Any claim in the case of discrepant quality/specification/performance shall be raised by the Purchaser in writing within the guarantee/warranty period of the contracted stores. Such a period (equipment remained in defective/non-operational state) will be subtracted from the total warranty/guarantee period.

9. The validity of Performance Security shall extend at least ninety days after the date of completion of contract to cover defects liability period or maintenance period subject to final acceptance by the Purchaser.

10. This contract agreement shall be construed, and the legal relations created herein will be determined in accordance with the laws of Islamic Republic of Pakistan.

11. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.

12. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in the Agreement. If the parties fail to agree on such amendments, such invalid terms, condition or provision will be served from remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

13. Force Majeure:-

i) Definition:-

(a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (Except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub-contractor or agent or employees nor (ii) any event which a diligent party could reasonable have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

ii) No Breach of contract:-

The failure of Party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

iii) Measures to be taken:-

(a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum delay.

(b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than thirty days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal condition as soon as possible.

(c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

iv) **Extension of Time:-**

(a) Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as result of Force Majeure.

14. **Arbitration:-**

i) **Right to Arbitration**

Any disputes between the parties as to matter arising pursuant to this contract which cannot be settled amicably within seven (07) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration in accordance with the provision of contract agreement.

ii) **Selection of Arbitrators**

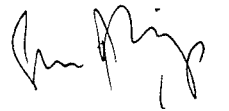
Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

iii) **Rules of Procedures**

- (a) The arbitration proceedings shall be conducted in accordance with the provision of Pakistan Arbitration Act (Act of 1940) as in force on the date of this contract.
- (b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.

15. This agreement may be amended only in writing signed by both the parties.

16. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.



AIGP/Logistics
On behalf of IGP, Sindh



On behalf of
M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th
Floor, KDLB Building, 58 West Wharf Road, Karachi

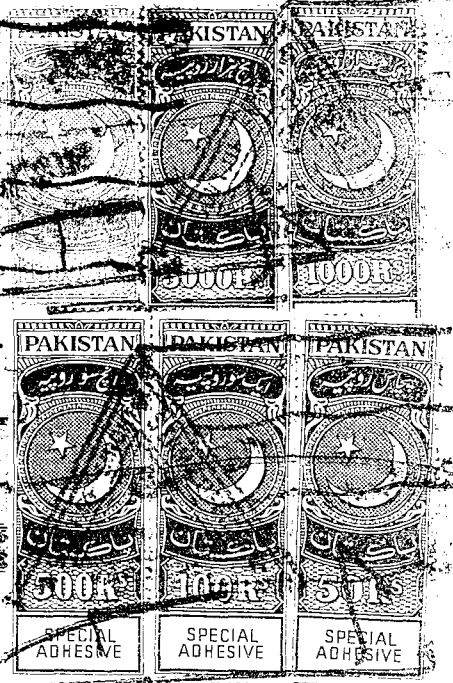
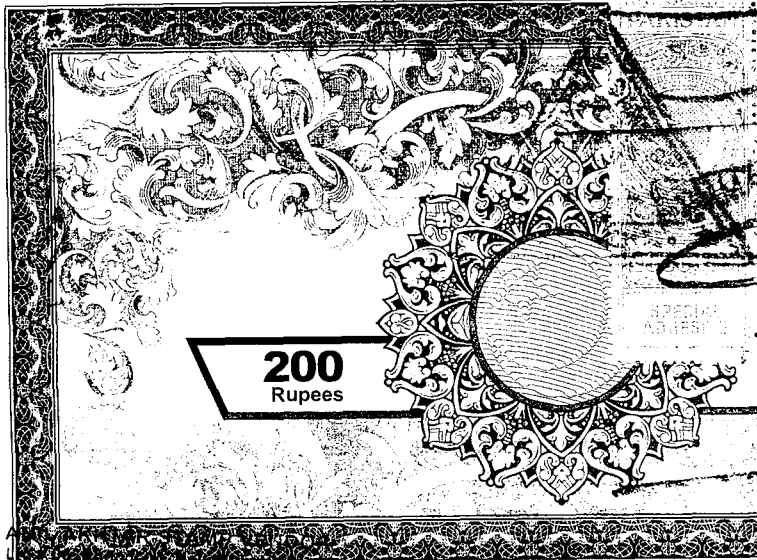
Witness:



1) S M Asim Ali

M. S. Rana
2) Muhammad Shail Rana

0227911 16/05/2018



Talpur Road, Boulton S.No.....
 Market Karachi Date..... **46464**
 Issue to with Address MR.....
 Through with Address MR.....
 Purpose..... **SHULAM HABIB (Advocate)**
 Value Rs..... Attached.....
 Stamp Vendor's Signature.....
 (NOT USE FOR FREE WILL & DIVORCE PURPOSE)
 Vendor Not Responsible for Fake Documents

10 MAY 2018

16/05/18
 OFFICE SUPERINTENDENT
 Stamp Office, KARACHI

10 MAY 2018

CONTRACT AGREEMENT

1. This contract agreement is made and entered into on 16 May, 2018 BY AND BETWEEN.

i) **Inspector General of Police, Sindh Central Police Office, I.I. Chundrigar Road, Karachi**, hereinafter referred as Buyer, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees officers delegated to perform functions procurements for and on behalf of various units of Sindh Police department of ONE PART.

AND

ii) **M/s Office Automation Group, 117-120, 1st Floor, Caesar's Tower, Shakra-e-Faisal, Karachi**, having its registered office at hereinafter referred as supplier, which expression shall, unless repugnant to the context of meaning thereof, be deemed to include its successors and permitted assignees of the OTHER PART.

2. WHEREAS the **Inspector General of Police, Sindh** is entrusted with responsibility of procurement of Plant & Machinery during current financial year 2017-18 as per description, with specification and quantity, given below:-

Handwritten signature

Description of Articles	Quantity/Number
Photocopier	82 Nos. (Original Indent) + 12 Nos.
As per Approved quoted Model (Model: BizHub 206)	(15% increase) = Total: 94 Nos.

3. AND WHEREAS, **the Inspector General of Police, Sindh**, in accordance with the Sindh Public Procurement Rules, 2010 (amended 2017), as adopted by Government of Sindh vide notification **No. SORI(SGA&CD) 2-30/2010, dated 8th March 2010** invited tenders for the supply of above Plant & Machinery through advertisement in leading national newspapers.
4. That **M/s Office Automation Group, 117-120, 1st Floor, Caesar's Tower, Shahra-e-Faisal, Karachi**, participated in the response of open tenders, floated IGP Sindh, by submitting technical and financial bids, after necessary evaluation of the products, items described above, the Departmental Committee opened the financial bids in front of all bidders on 03.05.2018.
5. That the rates offered by **M/s Office Automation Group, 117-120, 1st Floor, Caesar's Tower, Shahra-e-Faisal, Karachi**, for the products, items as shown and given above, were found to be lowest offered in comparative terms with the rates of other bidders participating in the process. Therefore, on the recommendation of Departmental Procurement Committee, the IGP Sindh has accorded approval to place purchase/procurement order in favour of **M/s Office Automation Group, 117-120, 1st Floor, Caesar's Tower, Shahra-e-Faisal, Karachi**, on terms and conditions specified below:-

NOW THEREFORE PARTIES HEREBY AGREED AS FOLLOW:-

- i) That **M/s Office Automation Group, 117-120, 1st Floor, Caesar's Tower, Shahra-e-Faisal, Karachi**, shall supply Plant & Machinery described and specified alongwith quantity mentioned above within 16 days from the date of signing of this agreement.
- ii) That all deliveries shall be made at CPO Clothing Store, Nishter Road, Garden, Karachi, between 0900 hours to 1600 hours on working days only.
- iii) That every article shall be made and finished in all respects to entire satisfaction of Departmental Inspection Committee which shall be at liberty to reject any Plant & Machinery or part thereof if it is not in accordance with approved specification mentioned in the tender documents submitted by supplier at the time of bidding, and evaluated and approved for this purchase order and such rejection shall be final. That no appeal or review will be permissible against the decision of Inspection Committee.
- iv) That **the AIGP/Logistics, CPO, Sindh**, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number Plant & Machinery accepted and rejected, and such receipts shall be conclusive evidence of the acceptance and rejection of the number of articles specified as accepted and rejected.
- v) That all Plant & Machinery rejected shall be taken back and removed by the **M/s Office Automation Group, 117-120, 1st Floor, Caesar's Tower, Shahra-e-Faisal, Karachi**, and replace with the new store, if the replaced store however again rejected by the Inspection Committee then nothing shall become due or recoverable by the **M/s Office Automation Group, 117-120, 1st Floor, Caesar's Tower, Shahra-e-Faisal, Karachi**, in respect on account of Plant & Machinery so rejected.
- vi) That all articles accepted shall be paid for by **the AIGP/Logistic, CPO, Sindh** at the rate specified below (F.O.R Destination) within financial year 2017-18.

Item/Article	Qty	Rate Per Unit	Total Amount
Photocopier	94	Rs.81,000/-	Rs.7,614,000/-

- vii) In case **M/s Office Automation Group, 117-120, 1st Floor, Caesar's Tower, Shakra-e-Faisal, Karachi**, make default, in the due performance of this agreement/contract in part or full, **AIGP/Logistic, CPO, Sindh** shall be at liberty to impose and recover L.D. Charges not exceeding 2% per month thereof. The penalty shall be applicable only to the extent of item/equipment supplied late.
- viii) **The AIGP/Logistic, CPO, Sindh** shall have right to assess, demand and recover any damages suffered by Police Department due to late supply of the item/articles from the supplier.
- ix) **The AIGP/Logistic, CPO, Sindh** shall be at liberty to deduct and retain the amount so assessed from the bill that may be or may become due and payable at or after the time of such failure to the **M/s Office Automation Group, 117-120, 1st Floor, Caesar's Tower, Shakra-e-Faisal, Karachi**, by the said **AIGP/Logistic, CPO, Sindh**, whether by virtue of agreement or otherwise.
- x) The IGP Sindh shall not be responsible for non-performance of this agreement due to change in law, rules and policy of the government as notified in official gazette from time to time.
- xi) That all conditions laid down in the rules framed for procurement by the Government shall apply to transactions made under this contract agreement and both parties shall be bound by it.
6. That the supplier has agreed to deliver the supply within 16 days which expires on **31-05-2018**, i.e. deadline of supply for financial year 2017-18. Hence supply received upto **31-05-2018** will be acceptable after inspection whereas concerning the supply after deadline, supplier has to deposit 100% Bank Guarantee equal to the amount of remaining/balance supply with the request to extend the supply period. Advance payment on pre-receipted bill against such remaining supply is subject to approval by Finance Department Government of Sindh.
7. **Warranty:-** The supplier warrants that all Goods supplied under the Contract are new, unused, and have no defect. The warranty of the Goods shall remain valid for 01 year after the Goods or any portion thereof as the case may be, have been delivered at final destination indicated in the Contract and accepted after inspection. The Procuring agency will promptly notify the supplier in writing of any claims arising under the warranty, and upon receipt of such notice the supplier shall repair or replace the defective Goods or parts thereof, without costs to the Procuring agency within period as mentioned below:-

Action Item	Response Time
Replacement	24 Hours
Repair	12 Hours
Re-configuration	24 Hours
Backup Replacement	24 Hours

If the Supplier having been notified fails to remedy the defect (s) within the period specified in contract, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

8. Any claim in the case of discrepant quality/specification/performance shall be raised by the Purchaser in writing within the guarantee/warranty period of the contracted stores. Such a period (equipment remained in defective/non-operational state) will be subtracted from the total warranty/guarantee period.

9. The validity of Performance Security shall extend at least ninety days after the date of completion of contract to cover defects liability period or maintenance period subject to final acceptance by the Purchaser.
10. This contract agreement shall be construed, and the legal relations created herein will be determined in accordance with the laws of Islamic Republic of Pakistan.
11. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.
12. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in the Agreement. If the parties fail to agree on such amendments, such invalid terms, condition or provision will be served from remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

13. **Force Majeure:-**

i) Definition:-

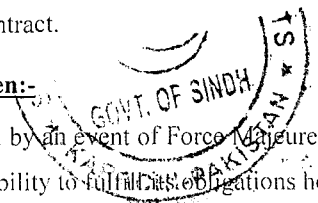
- (a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (Except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub-contractor or agent or employees nor (ii) any event which a diligent party could reasonable have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

ii) No Breach of contract:-

The failure of Party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

iii) Measures to be taken:-

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum delay.
- (b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than thirty days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal condition as soon as possible.



A handwritten signature in blue ink, located in the bottom left corner of the page. The signature is stylized and appears to be a personal name.

(c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

iv) **Extension of Time:-**

(a) Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as result of Force Majeure.

14. **Arbitration:-**

i) **Right to Arbitration**

Any disputes between the parties as to matter arising pursuant to this contract which cannot be settled amicably within seven (07) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration in accordance with the provision of contract agreement.

ii) **Selection of Arbitrators**

Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

iii) **Rules of Procedures**

(a) The arbitration proceedings shall be conducted in accordance with the provision of Pakistan Arbitration Act (Act of 1940) as in force on the date of this contract.

(b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.

15. This agreement may be amended only in writing signed by both the parties.

16. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

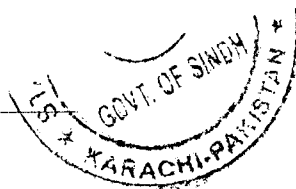
AIGP/Logistics
On behalf of IGP, Sindh

On behalf of
M/s Office Automation Group, 117-120, 1st Floor
Caesar's Tower, Shakra-e-Faisal, Karachi



Witness:

1)
Muhammad Saad Rana
42201-7907294-7



2)
Muhammad Arshad
42201-7960684-9