

ditcpo@gmail.com
office: 021-99212082
OFFICE OF THE PROJECT DIRECTOR
INFORMATION TECHNOLOGY
SINDH POLICE KARACHI
No.3627-29/PDIT/CPO/2024
Dated: 16.05.2024

To,

M/s S.I Global Solution
The Plaza, 3rd Floor,
Office No. 11, KDA Scheme No. 05,
Near 02 Talwar, Clifton, Karachi.


WORK ORDER

Subject: - **POCUREMENT OF COMPUTER EQUIPMENT (DESKTOP COMPUTER)**
FOR SINDH POLICE FOR THE CURRENT FINANCIAL YEAR 2023-24

This is to inform you that your financial bid amount as mentioned below for the project of "Procurement of Computer Equipment (Desktop Computer) for Sindh Police for current financial year 2023-24" has been accepted by the competent authority i.e. Inspector General of Police Sindh.

S #	Name of Firm or Bidder	Item/Description	Qty	Unit Cost	Total Cost
1	M/s SI Global Solution	Desktop Computer	646	169,900	109,755,400
		15% increase quantity	96	169,900	16,310,400
		Total	742		126,065,800

2. It is requested to please undertake the said work indicated in the BOQ / Contract Agreement and complete the same according to agreement signed with your firm before the timeline.


(TABASUM ABBASI)
Project Director
Information Technology
CPO, Sindh Police

Copy to:

1. PS to the IGP Sindh.
2. PA to DIGP I.T, Sindh.
3. Master file.

[illegible]

Non-judicial

Description

Description	
Principal	: Contract - 15(a)
Contractor	: Inspector General of Police [90309065]
Applicant	: SI Global Solutions Pvt. Limited [44384181]
Stamp Duty Paid by	: Ahsan Ilyas [41307-9455024-5]
Issue Date	: Inspector General of Police [90309065]
Paid Through Challan	: 09-May-2024, 11:44:41 AM
Amount in Words	: 202482CEC83B21FD

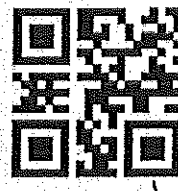
Amount in Words	Amount in Words
: Four Lac Forty One Thousand Two Hundred and Thirty One Rupees Only	

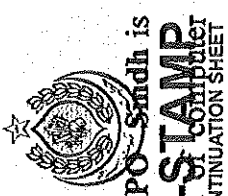
Please Write Below This Line

1. This contract agreement is made and entered into on 15th May-2024 BY AND BETWEEN.

- i) Deputy Inspector General of Police, Information Technology 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.

M/s S.I Global , the Plaza, 3rd Floor, Office No. 11, KDA Scheme No. 05, Near 02 Talwar, Clifton, Karachi having its registered office 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 Deputy Inspector General of Police, Information Technology, CPO Sindh is entrusted with responsibility of procurement of Computer Equipment in the head office of computer equipment during current financial year 2023-24 as per description, with approved specification of Sindh quantity, given below:-

Description of Articles	Quantity
Desktop Computer / Model Dell Optiplex 7010. As per Approved Sample/Specification	742 Nos.

3. AND WHEREAS, the Deputy Inspector General of Police, Information Technology Sindh, in accordance with the Sindh Public Procurement Rules, 2010 (amended 2019), 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 Hardware Equipments through advertisement in leading national newspapers.
4. That M/s S.I Global , the Plaza, 3rd Floor, Office No. 11, KDA Scheme No. 05, Near 02 Talwar, Clifton, Karachi, participated in the response of open tenders, floated IGP Sindh, by submitting technical and financial bids, after necessary evaluation of the products, items/articles described above, the Departmental Procurement Committee opened the financial bids in front of all bidders on 05-04-2024.
5. That the rates offered by M/s S.I Global , the Plaza, 3rd Floor, Office No. 11, KDA Scheme No. 05, Near 02 Talwar, Clifton, Karachi. for the products, items/articles 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 S.I Global , the Plaza, 3rd Floor, Office No. 11, KDA Scheme No. 05, Near 02 Talwar, Clifton, Karachi. on terms and conditions specified below: -

NOW THEREFORE PARTIES HEREBY AGREED AS FOLLOW:-

- i) That M/s S.I Global , the Plaza, 3rd Floor, Office No. 11, KDA Scheme No. 05, Near 02 Talwar, Clifton, Karachi. shall supply Plant & Machinery described and specified alongwith quantity mentioned above within 18 days from the date of signing of this agreement. If the M/s S.I Global , the Plaza, 3rd Floor, Office No. 11, KDA Scheme No. 05, Near 02 Talwar, Clifton, Karachi. could not complete the supply by 31-05-2024, 100% bank guarantee should be provided against the remaining supply for advance payment subject to approval from Finance Department, Government of Sindh.
- ii) That all deliveries shall be made at CPO I.T Store I.I Chundrigar Road, 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 item/article 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 the Departmental Inspection Committee.

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iv) That the Project Director Information Technology, CPO, Sindh, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number items/articles 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 S.I Global, the Plaza, 3rd Floor, Office No. 11, KDA Scheme No. 05, Near 02 Talwar, Clifton, Karachi. and replace with the new store, if the replaced store however again rejected by the Departmental Committee then nothing shall become due or recoverable by the M/s S.I Global, the Plaza, 3rd Floor, Office No. 11, KDA Scheme No. 05, Near 02 Talwar, Clifton, Karachi in respect on account of Hardware Equipments so rejected. Moreover, blacklisting process may be initiated against the defaulter firm.

vi) That all articles accepted shall be paid for by the Project Director Information Technology, CPO, Sindh at the rate specified below (F.O.R Destination) within financial year 2023-24.

S #	Name of Firm or Bidder	Item/Description	Qty	Unit Cost	Total Cost
1	M/s SI Global	Desktop Computer	646	169,900	109,755,400
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vii) In case M/s S.I Global, the Plaza, 3rd Floor, Office No. 11, KDA Scheme No. 05, Near 02 Talwar, Clifton, Karachi. make default, in the due performance of this agreement/contract in part or full, Project Director I.T, CPO, Sindh shall be at liberty to impose and recover L.D. Charges not exceeding 2% per month and maximum upto 10% thereof. The penalty shall be applicable only to the extent of items/articles supplied late. Apart from this, in the M/s S.I Global, the Plaza, 3rd Floor, Office No. 11, KDA Scheme No. 05, Near 02 Talwar, Clifton, Karachi. fails to complete supply within 120 days, including actual supply period the contract agreement will be stand as null & void, besides this the remaining supply will not be accepted and blacklisting process may be initiated also.

viii) The Project Director I.T, CPO, Sindh shall have the right to assess, demand and recover any damages suffered by the Police Department due to late supply of the items/articles from the supplier.

ix) The Project Director I.T, 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 S.I Global, the Plaza, 3rd Floor, Office No. 11, KDA Scheme No. 05, Near 02 Talwar, Clifton, Karachi. by the said Project Director I.T, 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 changes in law, rules and policy of the government as notified in the official gazette from time to time.

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

xii) Upon agreement, the bidder is obligated to supply additional pre-printed cards to the Sindh Police if required, at the same rate, for a period of one year from the date of this agreement.

6. **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 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.
- 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.
7. 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 remaining in defective/non-operational state) will be subtracted from the total warranty/guarantee period.
8. 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.
9. 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.
10. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.
11. 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 provisions will be served from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
12. **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 subcontractor 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.

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.

iii) 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.

13. 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 the client, the second by the 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 a majority vote basis and this decision shall be binding on both the parties.

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

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

Witness:

1) Syed Faiz Raza
2) Muhammad

M. Ar

Project Director Information Technology CPO

Sindh
On behalf of IGP, Sindh
Information Technology
CPO, Sindh

[Signature]

On behalf of

M/s S.I Global, the Plaza, 3rd Floor, Office No.
11, KDA Scheme No. 05, Near 02 Talwar,
Clifton, Karachi.