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Dated Lahore, the CPU Puniab Lahord 2016.

No. SPO: This order disposes off Show Cause Notice bearing No.13803/SPO, dated 15.06.2016 issued to M/s A & A Pipe Industries 71-Steel Sheet Market, Landa Bazar, Lahore, on the following charges:-

"Mr. Amjad Sharif Proprietor of M/s A & A Pipe Industries 71-Steel Sheet Market, Landa Bazar, Lahore, participated in the tender for supply of 3,950units Kit Box under Tender Inquiry IPL No.1237, dated 04.02.2016, having been technically qualified, financial bid was opened on 01.04.2016. the time of opening of financial bid, representative of firm appeared and assured that the delivery of the store will be completed within the specified timeframe. Accordingly, advance acceptance letter was issued bearing No.6244/SPO, dated 27.04.2016 to supply the store within one month and the firm entered into contract bearing No.9347/SPO, dated 25.06.2016 by signing, agreeing for delivery date and after depositing Rs.675,158/- as performance guarantee. However, after 11 days of issuance of purchase order, the firm requested to extend delivery period till 31.07.2016 as the delivery of consignment was not possible within the delivery date i.e. 14.06.2016. The request of firm for extension in delivery period beyond the running financial year was not acceded to, hence, the funds allotted for the 3,950 Kit Box were lapsed. As such, the firm has breached the essence of contract, violated the terms/conditions and became defaulter in terms of clause 18 (v & vi) of bidding."

- 2. M/s A & A Pipe Industries tendered written reply of the Show Cause Notice stating therein that under bidding documents, delivery period was fixed as 60 days, whereas, the delivery date/period in subject contract was against the terms and conditions. Further, the firm requested to extend delivery period/date due to prevailing circumstances of country so that the delivery of Kit Boxes may be made to avoid complications.
- 3. The Proprietor of firm was also called for personal hearing and heard at length on 19.08.2016. He reiterated the same version as he stated in his written reply. All available relevant record/documents have been perused minutely. The perusal of documents has revealed that according to bidding documents, the completion of store was required by the consignee as per period specified in the contract. It was not reasonable to require extension in delivery period beyond financial year after signing / agreeing with terms and conditions of contract. Due to failure of supply of Kit Box by said firm, the funds allocated for the said purchase were surrendered / lapsed. Moreover, the Police Department / officials had to bear / face multiple problems due to failure of supply of Kit Boxes by the firm.
- 4. During personal hearing, he failed to justify his position. His written & oral

5. After considering all pros & cons of the matter and also considering the fact that the contractor has admitted his fault of delay, therefore, M/s A & A Pipe Industries 71-Steel Sheet Market, Landa Bazar, Lahore is hereby awarded the penalty of forfeiture to the tune of 10% total performance guarantee (which comes to Rs.675,200/-) for failure to complete the supply of Kit Box as per contract.

(SOHAIL KHAN)PSP

Senior Purchase Officer/ Addl: IGP/Finance & Welfare, for Inspector General of Police, Punjab, Lahore.

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Copy forwarded for information and necessary action to the:

- 1. Accountant General, Punjab, (Supply Section), Lahore, with reference to this office contract No.9347/SPO, dated 26.05.2016 to forfeit 10% performance security deposited by the firm amounting to Rs.675,200/- as mentioned in the contract and deposit in the Head of Account No. "CO2636-POLICE-Fees, Fines & Forfeitures".
- 2. AIG/Logistics, CPO, Punjab, Lahore.
- 3. AIG/Logistics, DDO/CPO, Punjab, (Accountant, CPO), Lahore.
- 4. M/s A & A Pipe Industries 71-Steel Sheet Market, Landa Bazar, Lahore.
- 5. M.D. PPRA, Punjab, Lahore.
- Additional Director, Computer Bureau, Police Department, Punjab, Lahore with the request to float on PPRA's website and Punjab Police website under intimation to this office.

(SOHATE KHAN)PSP
Senior Purchase Officer/
Addl: IGP/Finance & Welfare,
for Inspector General of Police,
Punjab, Lahore.

Co. S

## **ORDER**

Dated Lahore, the \_\_\_\_\_/2016

No. /SPO: This order disposes off show cause notice No.18301/SPO, dated 27.07.2016, issued to proprietor of M/s Imran & Brothers Plot No.14 Street No.4 Bismillah Street Kot Khawaja Saeed, Lahore.

- 2. Brief facts of the case are that AIG / Logistics submitted indent for the purchase of 100 units Fiber Glass Wash Room. After due process, M/s Imran & Brothers Plot No.14 Street No.4 Bismillah Street Kot Khawaja Saeed, Lahore, was awarded contract bearing No.9729/SPO, dated 27.5.2016 for the supply of 100 units Fiber Glass Wash Room @ Rs.62,888/- each unit. The total cost of contract was Rs.6,288,800/- with the delivery date 13.06.2016 or earlier. The financial year 2015-2016 was ended on 30.06.2016 but the firm supplied only 50 units of Fiber Glass Wash Room till 12.06.2016 and other 50 units have not been provided. Due to incomplete supply of Fiber Glass Wash Room, instant show cause notice was issued to M/s Imran & Brothers with the directions to furnish written reply.
- 3. The proprietor of M/s Imran & Brothers was provided opportunity of personal hearing and heard his contention on 04.10.2016. He reiterated the same version as submitted in his written statement that the complete supply could not be made due to severe load-shedding of Electricity / Gas and fasting of Holy Month Ramadan. Further, he requested to extend more 15 days for provision of balance quantity.
- All the relevant documents and written statement of M/s Imran & Brothers has been perused minutely which reveal that the contractor entered into contract after agreeing / signing the terms & conditions. The contractor has breached the essence of contract, failed to execute the contract up to mark and has became defaulter in terms of clause 18 (v) of the bidding documents as well as violated the PPRA Rules 2014. Moreover, the funds earmarked for the said purchase has been lapsed on the closure of financial year 2015-2016 due to misconduct / non-professional attitude of contractor.

In view of foregoing facts and being not plausible the oral as well as written reply of contractor, it is, therefore, decided to forfeit 50% of performance guarantee (which comes to Rs.314,440/-) of the firm for failure to complete the supply of Fiber Glass Wash Room according to the contract.

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## (SOHAIL KHAN) PSP

Senior Purchase Officer/ Addl: IGP/Finance & Welfare, for Inspector General of Police, Punjab, Lahore.

U.O. No. 27625-31 /SPO,

Dated Lahore, the 30-//- /2016.

Copy forwarded for information and necessary action to the:-

- 1. Accountant General, Punjab, (supply section) Lahore, with reference to this office contract No. 9729/SPO, dated 27.5.2016, for information.
- 2. AIG/Logistics, CPO, Punjab, Lahore.
- 3. AIG/Logistics, DDO/CPO, Punjab, (Accountant, CPO) Lahore.
- 4. Proprietor of M/s Imran & Brothers Plot No.14 Street No.4 Bismillah Street Kot Khawaja Saeed, Lahore, with directions to deposit Rs.314,440/immediately under Head of Account No.CO2636-Police-Fees, Fines & Forfeitures.
- 5. M.D PPRA, Punjab, Lahore.
- 6. Additional director, Computer Bureau, Police Department, Punjab, Lahore.
- 7. Manager, Silk Bank Limited, Trade Processing Centre, 14-Egerton Road, Lahore, for necessary action.

Par 1/12 Co.T

(SOHATE KHAN) PSP
Senior Purchase Officer/
Addl: IGP/Finance & Welfare,
for Inspector General of Police,
Punjab, Lahore.

ORDER

Dated	Lahore,	the	/2016
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No. /SPO: This order disposes off show cause notice No.18303/SPO, dated 27.07.2016, issued to proprietor of M/s Mughal Auto Mobile Engineering Works, Lahore.

- Brief facts of the case are that AIG/Logistics submitted indent for the purchase of 1200 units of Steel Almirah. After due process, M/s Mughal Auto Mobile Engineering Works, Lahore was awarded contract bearing No.1602/SPO, dated 15.02.2016 for the supply of 1200 Units Steel Almirah @ Rs.25,900/- each at total cost of Rs.31,080,000/ for newly created Dolphin Squad. The delivery date was fixed 15.05.2016 or earlier. The delivery period for completion of supply of Steel Almirah was extended up to 30.05.2016, on the request of firm. The firm only supplied 400 units Steel Almirah till 21.06.2016. The financial year 2015-16 was ended on 30.06.2016 but the supply of remaining 800 units Steel Almirah could not be delivered. Due to incomplete supply of Steel Almirah, instant show cause was issued to M/s Mughal Auto Mobile engineering Works, Lahore, containing above mentioned allegations with the directions to furnish written reply.
- The proprietor of M/s Mughal Auto Mobile Engineering Works, Lahore, was provided opportunity of personal hearing and heard his contention on 05.10.2016. He reiterated the same version as submitted in his written statement that he has executed several contracts of Police Department on time in the past. He contended that the supply of huge number of Iron Almirah (1200 units) could not be made due to short span of time, shortage of manpower and load-shedding. Further, he requested to provide an opportunity to deliver the remaining stores within the period of a month.
- 4. All the relevant documents and written statement of proprietor of M/s Mughal Auto Mobile Engineering Works, Lahore has been perused minutely which reveal that the contractor entered into contract after agreeing / signing the terms & conditions. The contractor has breached the essence of contract, failed to execute the contract up to mark and has became defaulter in terms of clause 18 (v) of the bidding documents as well as violated the

PPRA Rules 2014. Moreover, the funds earmarked for the said purchase has been lapsed on the closure of financial year 2015-2016 due to misconduct / non-professional attitude of the contractor.

After considering all pros & cons of the matter and also considering the fact that the contractor has admitted his fault of delay, he failed to justify his position. His written & oral reply has not been found plausible. Therefore, M/s Mughal Auto Mobile Engineering Works is hereby awarded the penalty of forfeiture to the tune of 60% of the total performance guarantee (which comes to Rs.1,864,800/-) for failure to complete the supply of Steel Almirah as per contract.

(SOHAIL KHAN) PSP
Senior Purchase Officer/
Addl: IGP/Finance & Welfare,
for Inspector General of Police,
Punjab, Lahore.

U.O. No. 27406-12 ISPO,

Dated Lahore, the 30-//- /2016

Copy forwarded for information and necessary action to the:-

- 1. Accountant General, Punjab, (supply section) Lahore, with reference to this office contract No.1602/SPO, dated 15.02.2016.
- 2. AIG/Logistics, CPO, Punjab, Lahore.
- 3. AIG/Logistics, DDO/CPO, Punjab, (Accountant, CPO) Lahore.
- 4. Proprietor of M/s Mughal Auto Mobile Engineering Works, Lahore, with direction to deposit Rs. 1,864,800/- immediately under Head of Account No.CO2636-Police-Fees, Fines & Forfeitures.
- 5. M.D PPRA, Punjab, Lahore.
- 6 Additional director, Computer Bureau, Police Department, Punjab, Lahore.
- 7. Manager, Summit Bank Limited, Wahdat Road, Branch Lahore.

(SOLIAL KHAN) PSP
Senior Purchase Officer/
Addl, IGP/Finance & Welfare,
for Inspector General of Police,
Punjab, Lahore.

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ORDER

Dated......Punjab Police Computer Bureau,
CPO, Punjab, Lahore.

<b>Dated</b>	Lahore,	the	/2016
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No. /SPO: This order disposes off show cause notice No.18302/SPO, dated 27.07.2016, issued to proprietor of M/s Safety & Security Systems, T-4 3<sup>rd</sup> Floor Mian Apartments Hussain Street Old Muslim Town, Lahore.

- 2. Brief facts of the case are that AIG/Logistics submitted indent for the purchase of 30000 units Winter Jackets. After due process, M/s Safety & Security Systems, T-4 3<sup>rd</sup> Floor Mian Apartments Hussain Street Old Muslim Town, Lahore, was awarded contract bearing No.3601/SPO, dated 21.03.2016 for the supply of 30000 Units Winter Jackets @ Rs.3,096/each. The total cost of contract was Rs.92,880,000/- with the delivery date 10.06.2016 or earlier. Afterwards, on request of firm, the delivery period was extended up to 25.06.2016. The financial year 2015-2016 was ended on 30.06.2016 but the firm failed to supply the required items completely and only 12608 units of Winter Jackets were delivered till 27.06.2016. Due to incomplete supply of Winter Jackets, instant show cause notice containing above mentioned allegations was issued to firm with the directions to furnish written reply.
- 3. The proprietor of M/s Safety & Security Systems was provided opportunity of personal hearing and heard his contention on 30.09.2016. He reiterated the same version as submitted in his written statement. He contended that in order to supply the Winter Jackets of quality and having no complaint, the firm prepared the same after importing the cloth technically suitable in all respect, due to which, the delay occurred. They have completed various orders in the past and Police Department has not a single complaint against supplies. Further, the firm has requested to place the order for provision of supply of said item in the next financial year 2016-2017.
- 4. All the relevant documents and written statement of M/s Safety & Security Systems has been perused minutely which reveal that the firm entered into contract by signing, agreeing with the terms & conditions mentioned in the Purchase Order and bidding documents as well as after depositing Rs.9,288,000/- as performance guarantee. The request of firm to

extend the delivery period beyond the financial year is not reasonable as the funds earmarked for the said purchase has been lapsed being purchase plan of one year. Hence, the contractor has violated the PPRA Rules 2014 as he performed the contract not up to the mark , as well as, breached the essence of contract, failed to execute the contract on time and has become defaulter in the terms of 18(v) of bidding documents by showing professional incompetence.

After considering all pros & cons of the matter and also considering the fact that the contractor has admitted his fault of delay, he failed to justify his position. His written & oral reply has not been found plausible. Therefore, M/s Safety & Security System is hereby awarded the penalty of forfeiture to the tune of 50% of the total performance guarantee (which comes to Rs.4,644,000) for failure to complete the supply of Winter Jackets as per contract.

(SOHAIL KHAN) PSP
Senior Purchase Officer/
Addl: IGP/Finance & Welfare,
for Inspector General of Police,

Punjab, Lahore.

Dated Lahore, the 30 -//- /2016.

U.O. No. 27617-23/SPO,

Copy forwarded for information and necessary action to the:-

1. Accountant General, Punjab, (supply section) Lahore, with reference to this office contract No.3601/SPO, dated 21.03.2016.

2. AIG/Logistics, CPO, Punjab, Lahore.

3. AIG/Logistics, DDO/CPO, Punjab, (Accountant, CPO) Lahore.

4. Proprietor of M/s Safety & Security Systems, T-4 3<sup>rd</sup> Floor Mian Apartments Hussain Street Old Muslim Town, Lahore, with direction to deposit Rs. 4,644,000/-immediately under Head of Account No.CO2636-Police-Fees,Fines & Forfeitures.

5. M.D PPRA, Punjab, Lahore.

6 Additional director, Computer Bureau, Police Department, Punjab, Lahore.

7. Manager, Bank Alfalah Limited, Gulberg Main Corporate Branch, 125-E-I, Main Boulevard, Lahore.

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Senior Purchase Officer/
Addl: IGP/Finance & Welfare,
for Inspector General of Police,
Punjab, Lahore.

ORDER

Dated Lahore,	the	/2016
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No. /SPO: This order disposes off show cause notice No.25203/SPO, dated 01.11.2016, issued to proprietor of M/s Imran & Brothers, Plot No.4, Bismillah Street, Kot Khawaja Saeed, Lahore.

- 2. Brief facts of the case are that AIG/Logistics submitted indent for the purchase of Night Vision Google 10 units. After due process, M/s Imran & Brothers, Plot No.4, Bismillah Street, Kot Khawaja Saeed, Lahore, was awarded contract bearing No. 12571/SPO, dated 10.06.2016 for the supply of 10 Units Night Vision Google @ Rs.328,888/- each at total cost of Rs.3,288,880/ for training institutions. The delivery date was fixed 15.06.2016 or earlier. The financial year 2015-16 was ended on 30.06.2016 but the supply of Night Vision Google could not be delivered. Due to failure in supply of stores, instant show cause was issued to M/s Imran & Brothers, Plot No.4, Bismillah Street, Kot Khawaja Saeed, Lahore, containing above mentioned allegations with the directions to furnish written reply.
- 3. The proprietor of M/s Imran & Brothers, Plot No.4, Bismillah Street, Kot Khawaja Saeed, Lahore, was provided opportunity of personal hearing and heard his contention on 28.11.2016. He reiterated the same version as submitted in his written statement. He stated that due to import procedure of Night Vision Google, the same could not be delivered on time. Further, he has requested to allow them to deliver the consignment with the late delivery charges as they are not able to utilize it anywhere else.
- All the relevant documents and written statement of proprietor of M/s Imran & Brothers, Plot No.4, Bismillah Street, Kot Khawaja Saeed, Lahore, has been perused minutely which reveal that the contractor entered into contract after agreeing / signing the terms & conditions. The contractor has breached the essence of contract, failed to execute the contract up to mark and has became defaulter in terms of clause 18 (v) of the bidding documents as well as violated the PPRA Rules 2014. Moreover, the funds earmarked for the said purchase

were lapsed / surrendered on the closure of financial year 2015-2016, due to misconduct / nonprofessional attitude of the contractor.

After considering all pros & cons of the matter and also considering the fact that the contractor has admitted his failure in supply of stores, he failed to justify his position. His written & oral reply has not been found plausible. Therefore, M/s Imran & Brothers, Plot No.4, Bismillah Street, Kot Khawaja Saeed, Lahore, is hereby awarded the penalty of forfeiture to the tune of 30% of the total performance guarantee (which comes to Rs.98,666/-) for failure in supply of Night Vision Google, as per contract.

> (SOHAIL KHAN) PSP Senior Purchase Officer/ Addl: IGP/Finance & Welfare, for Inspector General of Police, Punjab, Lahore.

U.O. No. 27643-48 ISPO.

Dated Lahore, the 30-11

Copy forwarded for information and necessary action to the:-

1. Accountant General, Punjab, (supply section) Lahore, with reference to this office contract No.12571/SPO, dated 10.06.2016.

2. AIG/Logistics, CPO, Punjab, Lahore.

3. AIG/Logistics, DDO/CPO, Punjab, (Accountant, CPO) Lahore.

4. Proprietor of M/s Imran & Brothers, Plot No.4, Bismillah Street, Kot Khawaja Saeed, Lahore, with the directions to deposit Rs.98,666/immediately under Head of Account No.CO2636-Police-Fees, Fines & Forfeitures.

M.D PPRA, Punjab, Lahore.
 Additional director, Computer Bureau, Police Department, Punjab, Lahore.

Senior Purchase Officer/ Addl: IGP/Finance & Welfare, for Inspector General of Police, Punjab, Lahore.