



**OFFICE OF THE
ASSISTANT INSPECTOR GENERAL OF POLICE
MOTOR TRANSPORT SINDH, KARACHI**

Tel # 021-99216175

**REQUEST FOR PROPOSAL
DOCUMENTS FOR SELECTION OF CONSULTANT
(Auctioneer)**



Issued to:

M/s. _____

SUMMARY OF CONTENTS

<u>Subject</u>	<u>Page No.</u>
(I) Section # 1 – Letter of Invitation	03-04
(II) Section # 2 – Instruction to Consultants & Data Sheet.....	05-17
(III) Section # 3 – Terms of Reference	18-26
(IV) Section # 4 – Mandatory Documents & Evaluation Criteria.....	27-29
(V) Section # 5 – Technical Proposal – Standard Forms.....	30-33
(VI) Section # 6 – Financial Proposal – Standard Form.....	34-35
(VII) Section # 7 – General Condition of Contract.....	36-45
(VIII) Section # 8 – Special Condition of Contract.....	46-49
(IX) Annex “A” – Integrity Pact.....	50-52
(X) Annex “B” – Deployment of Personnel of PA.....	53-55
(XI) Draft Contract Agreement	56-59

SECTION-1
LETTER OF INVITATION

Letter of Invitation

Ref. # MT/VEH/2019/Karachi dated /11/2019

M/s.

Dear Mr./Ms.

1. The Police Department Government of Sindh (hereinafter called "Procuring Agency") now invites proposals to provide the following consultant services, (more detail of the services is being provided in the Terms of Reference):

Proposals for procuring the services of Auctioneer for conducting auction of about 900 condemned/unserviceable fleet (vehicles/motorcycles) and old body parts scraps, tyres, tubes & battery etc.

2. It is not permissible to transfer this invitation to any other firm.
3. A firm will be selected under Rule 72(1) of SPPRA Rules 2010 (Amended 2017) i.e. "Least Cost Selection Method".
4. This RFP includes the following documents:

Section # 1 – Letter of Invitation
Section # 2 – Instructions to Consultants & Data Sheet
Section # 3 – Terms of Reference
Section # 4 – Mandatory Documents & Evaluation criteria
Section # 5 – Technical Proposal – Standard Forms
Section # 6 – Financial Proposal – Standard Forms
Section # 7 – General Conditions of the Contract
Section # 8 – Special Condition of the Contract
Annex "A" – Integrity Pact
Annex "B" – Deployment of Personnel of PA
Draft Contract Agreement

5. Whether you will submit a proposal alone or in association ,please inform us in writing at the following address,:

Assistant Inspector General of Police
Motor Transport Sindh,
Police Headquarters South, Garden Karachi

Thanking you,

(KHAWAR AKBAR SHAIKH) PSP
Assistant Inspector General of Police
Motor Transport Sindh, Karachi
(Secretary CSC)
Tel: 021-99216175

SECTION-2
INSTRUCTIONS TO CONSULTANT

Instructions to Consultants

1. Definitions

- (a) “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means a professional or a firm which can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice to give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agent, auditors, international and multinational organizations, non-governmental organizations and individuals.
- (c) “Contract” means an agreement enforceable by law and includes General Condition of the contract.
- (d) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Sindh.
- (g) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
- (h) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides interested consultants with all information needed to prepare their proposals.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the Procuring Agency for the Selection of Consultants.
- (k) “Sub-Consultant” means any person or entity to which the Consultant subcontracts any part of the Services.
- (l) “Terms of Reference” (TOR) means the documents included in the RFP as Section 3 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring agency named in the Data Sheet will select a consultant firm/organization (the Consultant), in accordance with the method of selection specified in the Data Sheet.

- 2.2 The Consultant is invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet.
- 2.3 The Consultant should familiarize themselves with the rules/conditions and take them into account while preparing their proposal. However, the eligible Interested Firms may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 The Consultant shall bear all costs associated with the preparation and submission of their proposals and contract negotiation (if applicable). The procuring agency reserve the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

- 3.1.1 The Consultant is required to provide professional, objective and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situation may lead to the disqualification of the Consultant or the termination of its contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - (i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
 - (ii) A Consultant (including its personnel and sub-

consultant) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.

- (iii) A Consultant (including its personnel and sub-consultant) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of assignment (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

4. Conflicting Relationship

Government officials and civil servants may be hired as consultants only if:

- (i) They are on leave of absence without pay;
- (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
- (iii) Their employment would not give rise to any conflict of interest.

5. Fraud and Corruption

It is Government's policy that Consultant under the contract(s), observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public Procurement Rules 2010 which defines:

"corrupt and fraudulent practice" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of SPPR 2010, "The PA can inter-alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

6. Integrity Pact

Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the

procurement estimated to exceed Rs.2.5 million **(Annex-A)**.

7. Eligible Consultant
If short listing process has been taken as outlined under Rule 73 and 74 of SPP Rule 2010 for the Contract(s) for which these RFP documents are being issued, those firms – in case of Joint Ventures with the same partner(s) and Joint Venture structure – that had been pre-qualified are eligible.
8. Eligibility of Sub-Consultants
A shortlisted Consultant or otherwise would not be allowed to associate with Consultants who have failed to qualify the short listing process.
9. Only one Proposal
Shortlisted or eligible may only submit one proposal. If a consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual expert, to more than one proposal is not allowed.
10. Proposal validity
 - 10.1 The Data Sheet indicates Proposals Validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International Competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. However, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement those would be considered in the final evaluation for contract award. Consultants, who do not agree, have the right to refuse to extend the validity of their Proposals.
 - 10.2 Consultants shall submit required bid security alongwith financial proposal defined in the data sheet (which shall not be less than one percent and shall not exceed five percent of bid amount).
11. Clarification and Amendment in RFP Documents
 - 11.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three days, provided they are received at least five days prior to the date of opening of proposal. The procuring agency shall communicate such response to

all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem if necessary to amend the RFP as a result of a clarification, it shall do so.

11.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/corrigendum in writing. The addendum shall be sent to all participating Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

12. Preparation of Proposals Consultants while preparing their Proposals are expected to examine the RFP in detail. Deviation from TOR may result in rejection of a Proposal.

13. Language The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

14. Technical Proposal Format and Content 14.1 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate.
- (ii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.

14.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 5):

- (i) A brief description of the consultant organization and an outline of recent experience on assignments of a similar nature.
- (ii) Any comments or suggestions on the TOR, and on the data, a list of services, and facilities to be provided by the PA.
- (iii) Any additional information requested in the Data

Sheet.

- 14.3 The Technical Proposal shall not be included with any information relating to Financial Proposal.
- 14.4 Technical proposal shall be prepared using the attached standard forms (Section 5) along with required documents are mentioned in data sheet.
- 15. Financial Proposals
 - 15.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 6) along with required documents as mentioned in data sheet.
 - 15.2 The documents required within the financial proposal are mentioned in data sheet.
- 16. Taxes

The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.
- 17. Submission, Receipt, and Opening of Proposals
 - 17.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of **TECH-I** of Section 5, and **FIN-I** of Section 6. All pages of the original Technical and Financial Proposals will be initiated by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.
 - 17.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
 - 17.3 The Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”** Similarly, the Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** followed by name of the assignment, and with a warning **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”** If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, the Proposal will be declared as **NON-RESPONSIVE**.
 - 17.4 Photocopies (as mentioned in data sheet) of both Technical & Financial Proposals may also be submitted with envelopes of original Proposals and these copies will also be sealed properly as required for original proposals.
 - 17.5 The Proposals must be sent to the address indicated

in the Data Sheet and received by the PA not later than the time and the date indicated in the Data-Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

18. Proposal Evaluation

From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

19. Evaluation of Technical Proposals

19.1 The evaluation of the Technical Proposals will be done on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. Financial proposals of those consultants who failed to achieve minimum qualifying marks indicated in Data Sheet shall be returned **UNOPENED**.

19.2 After completion of technical evaluation, the PA shall notify the consultants in writing that have secured the minimum qualifying (passing) marks and inform date, time and location for opening the Financial Proposals (allowing reasonable time). Consultant's attendance at the opening of Financial Proposals is mandatory.

20. Evaluation of Financial Proposals

20.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposals of the Consultants who met the minimum qualifying (passing) marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

20.2 The Committee will correct any computational errors.

When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

- 20.3 As the method of selection of Consultant is “**Least Cost Selection Method**”, the bid found to be the lowest evaluated bid shall be accepted.

21. Negotiations

Negotiations (if required) will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

22. Technical Negotiations

Technical Negotiations (if required) will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services.” Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.

23. Financial Negotiations

It is the responsibility of the Consultant, before starting financial negotiations (if required), to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 6 (i.e. Financial Proposal – Standard Forms of this RFP).

24. Availability of

Having selected the Consultant on the basis of, among

Professional staff /
experts

other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

25. Award of Contract

- 25.1 After completion of negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within **seven days** of the award of contract. Procuring Agency shall publish on the website of the SPPRA and on its own website the result of the bidding process and all other relevant reports, as the case may be.
- 25.2 After publishing of award of contract the consultant is required to submit performance security at the rate/value indicated in Data Sheet.
- 25.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

26. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

DATA SHEET		
2.1	Name of Procuring Agency:	Assistant Inspector General of Police Motor Transport Sindh On behalf of Inspector General of Police Sindh Police Department Govt. of Sindh
	Address of Procuring Agency:	Office of Assistant Inspector General of Police Motor Transport Sindh Police Headquarters South, Garden Karachi Tel: 021-99216175
	Name of the Assignment:	Procurement of Auctioneer Services for Auction of about 900 condemned/unserviceable fleet (vehicles/motorcycles) and old body scrap, tyres, tubes & battery etc.
	Detail description of assignment	As per Section # 3 i.e. Terms of Reference (TOR)
	Method of Selection	Least Cost Selection Method Rule 72(1) of SPPR 2010 (Amended 2019)
2.2	Submission of Proposal	The participants are required to submit their proposals in accordance with Rule 72(1) of SPP Rules 2010 (Amended 2019) i.e. “Least Cost Selection Method.” <i>Note:</i> <i>Bid shall comprise of a single package containing two separate envelopes. Each envelop shall contain separately sealed technical proposal and financial proposal and shall be marked as “TECHNICAL PROPOSAL” & “FINANCIAL PROPOSAL” in bold and legible letters respectively, to avoid any confusion.</i>
2.3	Name, designation & address of the PA’s official(s):	Khawar Akbar Shaikh Assistant Inspector General of Police Motor Transport Sindh Address: Police Headquarters South, Garden Karachi Telephone:99216175 Email: mtsindh@gmail.com
2.5	Facilities & Inputs provided by Procuring Agency	<ul style="list-style-type: none"> • List (hard & soft copy) of vehicles/motorcycle available for auction with detail including Chassis #, Engine #, Model Year, Variant & any other (if appropriate by Procuring Agency). • Summary of deposited scrapes. • Auction Ground located at SRP Base-II Qayyumabad Karachi having capacity to park 1,000 units approx. • Auction Ground located at Motor Transport Sindh Workshop at Khairpur having capacity to park 300 units. • Security of District Police & Special Branch during execution of auction. • Deployment of about 120 personnel (as detailed in

		<p>Annex-B) of MT Sindh in uniform/plain clothes during execution of auction and for miscellaneous duties and for transferring/depositing cash/other bank's instruments to State Bank of Pakistan in safe custody.</p> <ul style="list-style-type: none"> • Though, electricity is available in both the locations (Karachi & Khairpur) but on failure of electric supply during event of auction, generator facility will be provided by the auctioneer, which shall be available as stand by during event.
10.1	Proposal Validity	Minimum 90 days from date of opening of RFP
10.2	Bid Security	<p>Pay order amounting to Rs.100,000/- (Pak rupees one hundred thousand only) in favor of; Assistant Inspector General of Police Motor Transport Sindh Police Headquarters South, Garden Karachi</p> <p><u>Note:</u> <i>Validity of should be up to twenty-eight (28) days beyond the proposal validity date.</i></p>
11.1	Clarification & Amendment in RFP Documents	<p>Consultant may request for a clarification of contents of the bidding documents in writing, provided they are received at least five calendar days prior to the date of opening of proposal.</p> <p><u>Address for clarification:</u> Assistant Inspector General of Police Motor Transport Sindh Police Headquarters South, Garden Karachi Telephone:99216175 Email: mtsindh@gmail.com</p>
13	Language	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
14.4	Documents required within Technical Proposal	<ul style="list-style-type: none"> • Complete RFP (duly stamped & signed) by the consultant except Financial Proposal – Standard Form • Form Tech-1 • Form Tech-2 • Form Tech-3 • All mandatory documents mentioned in Section-4
15	Documents required within Financial Proposal envelop	<ul style="list-style-type: none"> • Financial Proposal – Standard Form (duly filled, stamped & signed) • Pay order (as bid security in original) <p><u>Note:</u> <i>Pay order & offer should be concealed properly by making it possible that nothing shall be visible / readable from these documents from outside of envelope.</i></p>

	Mode of offer (Financial Proposal)	<p>Offer shall be quoted in Pak Rupee.</p> <p>As the process of deposition of vehicles/motorcycles & other scrap is in progress and will continue until approval of cut-off date from the Competent Authority i.e. Inspector General of Police Sindh. Therefore, projection of sales value is unclear. Hence bidders are advised to submit their offer in term of percentage on actual sales value.</p> <p><u>Note:</u> <i>The offer should be submitted including all applicable taxes & duties, procuring agency will not be held liable towards any change in policy by Government of Pakistan or Government of Sindh in this regards.</i></p>
17.3	RFP Submission Address	<p>Office of the Deputy Inspector General of Police Technical & Transport Sindh 4th Floor, Central Police Office I.I. Chundrigar Road, Karachi Tel: 021-99212683-4</p>
	Deadline for submission of RFP	<p>Date: On 27th November 2019 Time: Till 1430 hrs</p>
17.4	No. of copies to be submitted	<p>02 copies, (one original clearly marked "ORIGINAL" & one copy clearly marked "COPY" on two separate & sealed envelopes)</p>
19.1	Minimum Passing Marks	<p>80 out of 100</p>
24	Performance Security	<p>Pay order amounting to Rs.500,000/- (Pak rupees one hundred thousand only) in favor of; Assistant Inspector General of Police Motor Transport Sindh</p> <p><u>Note:</u> <i>On request of successful bidder the submitted bid security can also be included to complete value of performance security. However, validity of performance security should be up to 90 days beyond completion of assignment.</i></p>
25.2	Expected date for commencement of consulting services	<p>From the date of signing of contract</p>

SECTION-3
TERMS OF REFERENCE

TERMS OF REFERENCE

1. GENERAL REQUIREMENTS

- 1.1 Sindh Police requires open public auction to be conducted with maximum participation by the public. The auctionable stock (assets) comprise of old vehicles (4-wheels & above), old motorcycles, old engines & its parts, old tyres, tubes batteries, body parts & iron/steel scrap etc.
- 1.2 The auctioneer should be legally authorized to perform public auction in Province of the Sindh and provide written proof of this.
- 1.3 Police Department Government of Sindh (hereinafter Sindh Police) requires the Auctioneer to prevent any collusion or other anti-competitive practices (such as fraud or corruption) that could result in the lowering of bids and to ensure transparency and integrity of the auction process.
- 1.4 The auctioneering service provider (the Auctioneer) will act as intermediary of Sindh Police in all auction transactions and perform all activities involved in preparing the auction, conducting the auction and collecting the monies committed by the successful bidders, as well as providing a full report of all transactions resulting from the auction.
- 1.5 Sindh Police reserves the rights to contact past bidders or circulate relevant auction information (date/time, terms of participation, auction items list) amongst other Government / Semi Government / Private Agencies / Institutions / Personnel etc or whatever deemed appropriate to get maximum possible participations with an equal opportunity to place their bids in order ensure transparency and integrity of the auction process.
- 1.6 Sindh Police intends to hire Auctioneer to conduct auction at Karachi & Khairpur cities.
- 1.7 Length of Auction period in Karachi can be from two to three days and one to two days in Khairpur but, it can be extended if supervising Auction Committee of Sindh Police anticipated that completion of Auction of whole property is not possible in above period.
- 1.8 The Auctioneer will be appointed for conducting only one auction that will be scheduled in FY 2019-20. Auction of both the locations i.e. Karachi & Khairpur will be entertained as one.
- 1.9 After completion of Auction and issuance of completion certificate from the Sindh Police the signed contract agreement will be entertained as Null & Void.

2. PRE-AUCTION SERVICE

- 2.1 An approved list (mentioning Variant, Model, Chassis #, Engine #) in hard & soft copy will be provided to Auctioneer by Sindh Police at least **45 days** prior to auction date.

- 2.2 Such assets (that are included in approved list) will be placed conditionally at disposal of auctioneer. The Auctioneer can inspect/examine such assets in presence of security personnel of Sindh Police deployed there.
- 2.3 No addition or removal will be allowed in any assets or any of its part to the Auctioneer, any of such effort will be dealt strictly. However, removal of Sindh Police markings will be responsibility of Auctioneer.
- 2.4 After inspection of assets the auctioneer shall submit a list at least **25 days** prior to the auction (mentioning Lot #, Variant, Model, Chassis #, Engine #, Physical Condition and also market valuation of each assets), which will also be entertained as acknowledgement by the Auctioneer for provided approved list.
- 2.5 The provided Market Value of Assets shall be an indicative value and the can be a minimum individual value for auctioning of each assets. The final reserved price will be set by Sindh Police.
- 2.6 After inspection of assets the auctioneer shall submit a booklet (2 copies) mentioning Lot #, Variant, Model, Chassis #, Engine # and Colored Photographs (3 different angles) of each & every vehicle/motorcycle at least **25 days** prior to the auction.
- 2.7 After inspection of assets the Auctioneer shall be responsible to segregate scrap (category-wise) and complete detail of scrap with appropriate number of photographs shall also be submitted at least **25 days** prior to the auction.
- 2.8 The Auctioneer will design and develop all necessary advertisements and publishing materials pertaining to the auction.
- 2.9 The Advertisement should begin at least **three weeks (21 days)** before the auction and at least two (2) advertisement notices shall be published within 21 days. The advertisement notices shall include the auction venue, auction date/times, terms of participation and assets viewing period.
- 2.10 The Auctioneer has to submit draft of Advertisement (to be published in newspapers) for obtaining formal approval from Sindh Police.
- 2.11 Cost of Advertisement will be borne by the Auctioneer and shall submit the newspaper clippings of advertisement to Sindh Police.
- 2.12 The Terms of Participation should be clearly stipulated in all advertisements. The advertisement, when possible, shall be done by using the auctioneer's already established channels like leading & regional newspapers, SMS, websites and emails etc.
- 2.13 **Latest by one day before the start of the viewing period**, the Auctioneer shall set-up professional signs and placards that guide bidders to reach auction place.
- 2.14 Length of viewing period will be at least **2 weeks (15 days)**, viewing will not be allowed strictly on the day of auction to avoid any disorder.
- 2.15 The Auctioneer will provide sufficient staff to be present to guide interested bidders, while viewing period is ongoing.

- 2.16 The auctioneer will make adequate and proper arrangements such as advertisement, fixing the tents, seating, water arrangement and lunch arrangements for their own staff and also for personnel of Sindh Police deputed for auction duty and submit copy of bills to Sindh Police for record.

3. AUCTION DAY SERVICE

- 3.1 Official timing for start of Auction day will be from 0900 hrs to 1700 hrs, (08 hrs including lunch & prayer interval). However, official timing can be enhanced by supervising Auction Committee of the Sindh Police.
- 3.2 The Auctioneer will be responsible to collect copy of CNIC & maintain attendance sheet by recording name, father name, address, Cell # and signatures of attendees on entry gate, at the time of entry in auction ground and copy of these sheets will be provided to Sindh Police for record.
- 3.3 The Auctioneer in co-ordination with Sindh Police, manage security staff to ensure the safety of the participants and also for controlling crowd during the event.
- 3.4 The Auctioneer will responsible to maintain Record of Successful Bid on spot, which will be counter checked with the Record Keeping Counter of Sindh Police.
- 3.5 The Auctioneer will distribute Terms of Participation in form of pamphlet/ brochure/handout prior and on the day of auction and also read out publicly the Term of Participation prior to the start of the auction to ensure that participants have understood the Terms of Participation, without ambiguity.
- 3.6 Auctioneer will publically announce and record each winning bid (i.e. lot number, winning amount, bidder's name and CNIC number for each asset sold at the auction day.
- 3.7 The Auctioneer will ensure collection of 25% of bid value immediately from successful bidders and balance 75% shall require to be collected after submission of copy of receipt issued by Federal Board of Revenue (FBR) for payment of Withholding Tax (WHT), whatever applicable within **15 days**.

4. POST AUCTION SERVICE

- 4.1 At the end of auction day the Auctioneer will provide complete list (including name, father name, CNIC, address & cell #) of the successful bidders. This report will jointly signed by the Auctioneer and representative of Sindh Police (i.e. Secretary of the Auction Committee).
- 4.2 Auctioneer shall forward bills for verification and countersignature of authorized representative of Sindh Police i.e. AIGP Motor Transport Sindh, (Secretary of Auctioneer Committee).
- 4.3 The Commission due for the Auctioneer will be based on the successfully collected sales proceeded amount (including forfeited deposits) from the buyers.

- 4.4 The Commission of Auctioneer will be remunerated from collected payment(s), which will receive from successful bidders against sales of assets (on daily basis) at the rate quoted by the Auctioneer.
- 4.5 The Auctioneer will submit acknowledgement to Sindh Police as & when the commission will be paid.

5. CONDITIONS OF THE SALE DETERMINED

- 5.1 All the bids will be subject to confirmation by the supervising Auction Committee. The vehicles will be sold on **“AS IS WHERE IS”** basis. 25% of the bid value shall be paid in cash immediately after acceptance of the bid and the remaining 75% will be paid within **15 days** in the shape of Cash/Pay Order of any scheduled Bank of Karachi in favor of Inspector General of Police Sindh.
- 5.2 The Auction Committee of Sindh Police may without assigning any reason demand Earnest Money at higher percentage up to the full amount of the successful bid immediately after the property is sold out.
- 5.3 The whole of the lot/property shall be taken from the site of accumulation with all faults and errors. The quantities, sizes, measurements, weight if stated in the lists are approximate. The stores are sold on the assumption that bidders have inspected the lots/property and know that they are buying whether they have first inspected then or not. When lots are sold by weight or number only the actual quantity supplied will be charged and no complain will be entertained. If, whole or part of a lot(s) has not been delivered to the bidder for any cause, whatsoever, the whole or a proportionate amount of the purchased money may be refunded at the discretion of the Auction Committee of Sindh Police. No claim other than for a proportionate refund of the value of the undelivered stores shall be entertained.
- 5.4 The Auctioneer shall auction the property one by one or in lots in accordance with the list supplied by the Sindh Police.
- 5.5 If the original buyers wish to take delivery of the stores purchased through a representative, the representative must have authority letter (issued by original buyer) to do so, which shall be presented at the time of delivery. But delivery through representative will be at responsibility and risk of original buyer. If any discrepancy occurs, no claim whatsoever shall be against Sindh Police.
- 5.6 All the Auctioned property must be removed at the buyer’s risk & expense within **seven working days** from issuance of Delivery Order. Any extension in this period will be discretion of Sindh Police. If any property not removed within specified period of time then penalty @ Rs.500 per vehicle per day and penalty @ Rs.50 per motorcycle per day shall be charged. Imposition and collection of such penalty shall be responsibility of Auctioneer and proper receipt(s) shall be issued by the Auctioneer to penalized buyer.

- 5.7 The Buyers shall be responsible for any damage that may be done to the premises during removal of the property purchased by them. Sindh Police may recover such damages (as appropriate) from the buyers.
- 5.8 During the event of the auction if the supervising Auction Committee or the Auctioneer observes that bidders are forming groups with intentions to avoid fair prices of offered assets then Auctioneer may stop the sale with the consent of the Auction Committee.
- 5.9 The supervising Auction Committee reserves the rights that the highest offered bid for a particular asset can be referred to the IGP Sindh or his authorized representatives for final sanction if or when considered necessary.
- 5.10 The supervising Auction Committee reserves the rights to withdraw any lot or property advertised in the newspaper without assigning any reason.
- 5.11 The supervising Auction Committee reserves the rights to accept or reject any bid without assigning any reason.
- 5.12 All Government taxes payable towards the assets auctioned shall be borne by the buyer. In case, any extra tax or duty is imposed by law, the same shall also be paid by the buyer.

6. COLLECTION OF EARNEST MONEY & REMINING VALUE OF SALES

- 6.1 The Auctioneer will be responsible for collection of the amount of sales. The bidder will deposit 25% of value of the successful bid to the auctioneer. The Auctioneer will issue printed receipt of their firm to the bidders as acknowledgement and finally, deposit the amount with Accountant/Cashier of AIGP Motor Transport Sindh, on close of the day.
- 6.2 If a bidder fails to deposit 25% of value of the successful bid then the transaction shall be treated as **CANCELLED** and the property shall be auctioned again.
- 6.3 The Auctioneer will be responsible to furnish a list of accepted bids describing collection of earnest money at the end of auction day.
- 6.4 Balance 75% shall be collected after submission of copy of receipt issued by Federal Board of Revenue (FBR) for payment of Withholding Tax (WHT), whatever applicable within **15 days**.

7. AUCTIONEER'S COMMISSION & MODE OF PAYMENT

- 7.1 The Commission due for the Auctioneer will be based on the successfully collected sales proceeded amount (including forfeited deposits) from the buyers.
- 7.2 In case a bid has been accepted and 25% of the bid amount has been confiscated by the Sindh Police as the result of the failure to deposit the remaining amount 75% within the specified time by the bidder. The Auctioneer shall be entitled for commission on the confiscated amount also.

8. PARTICIPATION AS BIDDER BY AUCTIONEER

The AUCTIONEER shall not either himself or through any bidder can participate or purchase any property of the Sindh Police. If any such practice observed by the supervising Auction Committee and the matter shall be dealt strictly and the firm (Auctioneer) can be declared black listed.

9. TERMINATION OF AGREEMENT

- 9.1 Either Sindh Police or the Auctioneer can terminate the signed agreement by serving one month notice in writing.
- 9.2 The decision of Sindh Police to terminate signed agreement shall be final and shall not be challenged by the Auctioneer in any court.
- 9.3 In the event of the death of Auctioneer during existence of signed agreement Sindh Police shall have the discrete rights to terminate the agreement. Any claim (whatsoever) will not be acceptable.

10. ARBITRATION

In view of dispute or difference regarding the interpretation, effect or remaining of the terms and conditions of signed agreement arising, between Sindh Police and the Auctioneer, the matter shall be referred for the decision of the IGP Sindh or Chairman of the Auction Committee and their decision shall be final and binding on both the parties. Any bribe, commission, gifts or advantage given promised or offered by or on behalf of the Auctioneer or his partner/agent or servant or any one on his or their behalf whether with or without the knowledge of the AUCTIONEER to any officer's servant, representative or agents of the Government or any bidder in relation to the obtaining any property desired to be disposed of or to the execution of this or any agreement with the OWNER shall in addition to any criminal liability which they may incur, subject the Auctioneer, to the cancellation of this agreement and also payment to the Government of any loss resulting any such cancellation.

11. TERMS OF PARTICIPATION FOR BIDDER

- 11.1 Interested/Participating Bidder(s) shall present original CNIC whenever required by Sindh Police or Auctioneer.
- 11.2 Forming groups with intentions to avoid fair price shall not be allowed in any mean. If supervising Auction Committee of Sindh Police or Auctioneer observes any of such practice from the interested/participating bidders than appropriate action shall be taken against these bidders which could be evacuation of such bidders from Auction Ground or stoppage of Auction proceedings.
- 11.3 Viewing period of Assets shall start from **/**/2019 up to **/**/2019 during office timing i.e. 0900 hrs to 1700 hrs.
- 11.4 Viewing shall not be allowed on the day of Auction.
- 11.5 The bidders who intend to examine vehicles/motorcycles shall present their CNIC.

- 11.6 Because all the vehicles/motorcycles are being sold **“AS IS WHERE IS”** basis therefore opening of bonnet, doors, trunks, window glasses or moving the vehicles/motorcycles or climbing on the vehicles shall not be allowed.
- 11.7 Removal of any part of vehicles/motorcycles will not be allowed. If, any bidder involved in such practice then the involved bidder shall be black listed immediately and banned to participate in Auction proceedings. Moreover, Sindh Police reserves the rights to take appropriate legal action against involved bidder to recover removed part or recover value of removed part.
- 11.8 The Supervising Auction Committee reserves the rights to present the assets one by one or in bunch for auction. Any objection whatsoever shall not be entertained in any circumstances.
- 11.9 The Supervising Auction Committee reserves the rights that the highest offered bid for a particular asset may be referred to IGP Sindh for approval.
- 11.10 The Supervising Auction Committee reserves the right to accept or reject any bid without assigning any reason. Any objection whatsoever will not be entertained.
- 11.11 All the Government taxes payable towards the assets presented for auction shall be borne by the buyer. In case, any extra tax or duty is imposed by law, the same shall also be paid by the buyer.
- 11.12 All the bids will be subject to confirmation by the supervising Auction Committee. The vehicles/motorcycles shall be sold on **“AS IS WHERE IS”** basis.
- 11.13 The assets shall be sold on the assumption that the bidders have inspected the property presented for auction and know that they are buying whether they have first inspected or not. No claim whatsoever shall be entertained.
- 11.14 Successful bidder shall obtain provisional slip of successful bid from the counter by presenting original CNIC. Then submit earnest money (25% or at the rate as directed by supervising Auction Committee) on cash counter.
- 11.15 The supervising Auction Committee of Sindh Police may demand earnest money at higher percentage up to 100% and successful bidder shall pay this value. If a bidder fails to deposit earnest money (advance payment) then the successful bid shall be treated as CANCELLED and the property shall be auctioned again.
- 11.16 After confirmation from the Auctioneer the successful bidder shall deposit applicable Withholding Tax of auctioned property in FBR and copy of its challan and remaining balance (75% or whatever) shall be submitted to Auctioneer **within fifteen days.**
- 11.17 Delivery order will be issued by Auctioneer immediately after realization of pay orders (if any) from State Bank of Pakistan.

- 11.18 All the Auctioned property must be removed at the buyer's risk & expense within **seven working days** from issuance of Delivery Order. Any extension in this period will be discretion of Sindh Police. If any property not removed within specified period to time then penalty @ Rs.500 per vehicle per day and penalty @ Rs.50 per motorcycle per day shall be charged. Imposition and collection of such penalty shall be responsibility of Auctioneer and proper receipt(s) shall be issued by the Auctioneer to the buyer.
- 11.19 The sold vehicle/motorcycle/scrap shall be lifted from the site of accumulation with all fault and errors. Quantities, sizes, measurements, weights (if stated in the list) are approximate. When property shall be sold in weight or numbers only actual supplied quantity will be charged. Any claim whatsoever shall not be entertained. If whole or part of the asset has not been delivered to the bidder for any reason whatsoever, the whole or a proportionate amount shall be refunded (if paid in advance). No claim other than for a proportionate refund of the value of the undelivered assets shall be entertained.
- 11.20 If the original buyers wish to take delivery of the stores purchased through a representative, the representative must have authority letter (issued by original buyer) to do so, which shall be presented at the time of delivery. But delivery through representative(s) will be at responsibility and risk of original buyer. If any discrepancy occurs, no claim whatsoever shall be against the Sindh Police.
- 11.21 The Buyers shall be responsible for any damage that may be done to the premises during removal of the property purchased by them. Sindh Police may recover such damages (as appropriate) from the buyers.
- 11.22 Validity of sales Certificate will be 90 days from date of issuance. Therefore the buyers shall transfer their vehicles/motorcycle in Excise Department within 90 days. Otherwise, no sales confirmation will be issued to Excise Department of any Province in Pakistan by Sindh Police.

SECTION-4
MANDATORY DOCUMENTS & EVALUATION CRITERIA

MANDATORY DOCUMENTS

Submission of following documents are mandatory, therefore the Consultants are required to submit mandatory documents otherwise Procuring Agency shall declare their proposal as **UN-RESPONSIVE** and their Financial Proposal shall be returned **UN-OPENED** in accordance with Rule 72(1) of SPP Rules 2010 (Amended 2019) i.e. Least Cost Selection Method:

1. Copy of firm's Registration Certificate with Federal Board of Revenue.
2. Copy of firm's Registration with Sindh Board of Revenue.
3. Bank statement from year 1st July 2016 to 30th June 2019.
4. Work orders for conducting Auction (*assignment of vehicles/motorcycle during the year 2016 to 2019*) shall be required.

ELIGIBILITY CRITERIA

Technical Evaluation will be performed on **RESPONSIVE PROPOSALS** in consideration of conditions specified in this RFP and shall be evaluated on following parameters:

Sr. #	Description	Evaluation Parameters	Marks
1	Status in FBR (online verification)	In-active or Black Listed	0
		Operative	20
2	Financial Capabilities (average turnover of last 3 years) Note: <i>Bank statement from 1st July 2016 to 30th June 2019 shall be required.</i>	Up to 4 million	0
		Over 4 up to 5 million	20
		Over 5 million	25
3	Company Experience (from date of operations)	Up to 2 years	0
		Over 2 up to 3 years	20
		Over 3 years	25
4	Relevant Experience (work orders for conducting Auction) Note: <i>Assignments of vehicles/motorcycles during the year 2016 to 2019 shall be required</i>	Less than 3 work orders	0
		3 to 5 work orders	20
		Over 5 work orders	30

Note:

- a. Minimum qualifying marks required **80** out of **total 100**.
- b. Any Proposal(s) that obtain(s) **ZERO** marks in any of above criteria shall be declared as **UN-RESPONSIVE** and its Financial Proposal shall be returned **UN-OPENED** in accordance with Rule 72(1) of SPP Rules 2010 (Amended 2019) i.e. **Least Cost Selection Method**.

SECTION-5
TECHNICAL PROPOSAL – STANDARD FORMS

FORM TECH-1 – TECHNICAL PROPOSAL SUBMISSION (COVERING LETTER)

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant].¹

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

¹[Delete in case no association is foreseen.]

FORM TECH-2 – CONSULTANT’S ORGANIZATION & EXPERIENCE

[Provide here a brief description of the background and organization of your firm/entity.]

FORM TECH-3 – COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

SECTION-6
FINANICAL PROPOSAL – STANDARD FORMS

FORM FIN-1 – FINANCIAL PROPOSAL SUBMISSION (COVERING LETTER)

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal is _____% in Pak Rupee _____ [Insert in words] of actual value of sales as commission/service charges. This includes all applicable taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 10.1 of the Data Sheet.

Bid Security for Rs.100,000/- in form of Pay Order No. _____ dated _____ in favor of Assistant Inspector General of Police Motor Transport Sindh is attached herewith in original. We make it sure that no information relating to financial proposal has been given in Technical Proposal and if any of such information found in Technical Proposal Procuring Agency shall declare our proposal NON-RESPONSIVE.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

SECTION-7
GENERAL CONDITION OF CONTRACT

11. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the Sindh Public Procurement Act, there under Rules 2010.
- (b) "Procuring Agency PA" means the implementing department which signs the contract
- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in General Conditions (GC), the Special Conditions (SC), and the Annexure.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the PA's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Sindh.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.

- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

- 1.2 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.
- 1.3 Language** This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
 - 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
 - 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.
- 1.6 Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Consultant may be taken or executed by the officials specified in the

SC.

1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

Any personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact

B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Annex-A to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 2.6 3 after having deducted the amounts due to the Client under 19 B Sub-Para. (a) and (c).

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both the Parties. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in Data Sheet.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure** The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** 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 a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services 'and in reactivating the Service after the end of such period.
- 2.6 Termination**
- 2.6.1 By the PA** The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30)

days' written notice or termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a)

through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

The Consultant shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor

shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the P A showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring PA's Prior Approval** The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the PA the reports and documents as required by PA.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies.
- 3.7 Documents Prepared by the Consultant to be the Property of the PA**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be
- 3.8 Accounting, Inspection and Auditing**
- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
 - 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the

Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel. The Key Personnel and Sub-Consultants listed by title as well as by name are hereby approved by the PA.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and
 - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PA

- 5.1 Assistance and Exemptions** The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the

Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2, as the case may be.

- 5.3 Services and Facilities** The PA shall make available free of charge to the Consultant the Services and Facilities mentioned in Data Sheet.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Security** The consultant has to submit bid security and the performance security at the rate mentioned in Data Sheet.
- 6.2 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in TOR. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.3 Contract Price** The price payable in Pak Rupees/foreign currency/ is set forth in the SC.
- 6.4 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4.
- 6.5 Terms and Conditions of Payment** Payments will be made to the account of-the Consultant and according to the payment schedule stated in the Data Sheet.

7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

SECTION-8
SPECIAL CONDITION OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

(Clauses in brackets { } are optional: all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1}	Sindh Police Procurement Act and Sindh Public Procurement Rules 2010
1.3	The language is English
1.4	The addresses are Procuring Agency: Govt. of Sindh, Police Department Attention AIGP Motor Transport Sindh Facsimile Not available E-mail mtsindh@gmail.com Consultant Attention Facsimile E-mail
{1.6}	{The Member in Charge is [insert name of member]} Note: If the Consultant consists of a joint venture/consortium/association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted her. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.
1.7	The Authorized Representatives are For the PA AIGP Motor Transport Sindh For the Consultant
1.8	<i>PA shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates taxes, the same shall be mentioned here.</i>

~~The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PA wishes to apply.~~

The PA warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PA shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services.
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them.
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

Note: Delete what is not applicable

{3.5 (c)}

~~{The other actions are: [insert actions]}~~

Note: ~~If there are no other actions, delete this Clause SC 3.5 (c).~~

{3.7 (b)}

Note: ~~If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:~~

~~{The PA shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA}~~

~~to this Contract without the prior written approval of the Consultant}~~

~~{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other}~~

Party}

{5.1}

Note: List here any assistance or exemptions that the PA may provide under Clause 5.1.

PA will provide facilities & inputs as mentioned in clause 2.5 of Data Sheet.

6.1

Procuring Agency shall indicate bid security not less than 1% and above 5% Performance security shall not exceed 10% of contract amount

6.3

The amount in Pak Rupees ~~or in foreign Currency~~ [insert %age of commission on sales]

6.5

The accounts are:

~~for foreign currency or currencies: [insert account]~~

for local currency: [insert account]

8.2

Disputes shall be settled by complaint redressal committee define in SPPRA-2010 or through arbitration Act of 1940, in accordance with the following provision:

ANNEX-A
INTEGRITY PACT

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or nay administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/Consultant] as aforesaid for the purpose of

obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

[Procuring Agency]

[Supplier / Contractor / Consultant]

ANNEX-B
DEPLOYMENT OF PERSONNEL OF PA

DEPLOYMENT OF MT POLICE PERSONNEL IN AUCTION AT KARACHI (Annex-B)

#	Nature of Duty	Rank of Personnel	No. of Personnel (Karachi)	No. of Personnel (Khairpur)
1	General Duty	DSP	0	1
2		PI	0	1
3		ASI	3	1
4		HC	6	7
5		PC	0	2
Total			9	12
1	Guard & Orderly Duty at Guest House	ASI	0	1
2		HC	0	6
3		PC	0	1
Total			0	8
1	Canteen Duty	SI	0	1
2		ASI	0	2
3		HC	2	1
4		PC	1	1
Total			3	5
1	Canteen Duty (Auction Committee)	ASI	0	2
2		HC	2	0
3		PC	1	0
4		Naib Qasid	0	1
Total			3	3
1	Cash Security Duty	ASI	1	1
2		HC	1	2
3		PC	3	1
Total			5	4
1	Slip Issuance Counter for Successful Bidders	ASI	2	0
2		HC	3	0
Total			5	0
1	Identifying Successful Bidders in Tent	ASI	2	2
2		HC	3	4
3		PC	5	0
Total			10	6
1	Main Gate (Entry Pass Issuance)	PI	1	0
2		SI	1	0
3		ASI	1	0
4		HC	1	2
5		PC	1	0
Total			5	2

1	Main Gate (Body Search)	SI	1	0
2		ASI	1	0
3		HC	3	0
Total			5	0
1	Auction Ground (Security Guards)	PI	1	0
2		SI	9	1
3		ASI	15	5
4		HC	7	10
5		PC	2	4
Total			34	20
1	Scrap Duty (Security Duty)	PI	1	0
2		SI	2	0
3		ASI	8	0
4		HC	2	0
5		PC	3	0
Total			16	0
Grand Total			95	60

DRAFT CONTRACT AGREEMENT

DRAFT CONTRACT AGREEMENT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert PA's name]* ("the PA") having its principal place of business at *[insert PA's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Service**
 - (i)** The Consultant shall perform the services specified in "Terms of Reference" which is made an integral part of this Contract ("the Services")
 - (ii)** The Consultant shall provide the reports as required by PA as immediately as possible or time specified by PA.
- 2. Terms** The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - A. Ceiling**

For Services rendered pursuant to TOR, the PA shall pay the Consultant an amount not to exceed *[insert %age of commission on sales]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - B. Payment Conditions**

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.
- 4. Economic Price Adjustment** Not applicable
- 5. Project Administration**
 - A. Coordinator**

The PA designates Mr./Ms. *[insert name]* as PA's Coordinator;

the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

B. Timesheets

During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

- 6. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.
- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.
- 8. Ownership of material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
- 12. Law** The Contract shall be governed by the laws of Islamic Republic of

**Governing
Contract &
Language**

Pakistan or the Provincial Government and the language of the Contract shall be English.

**13. Dispute
Resolution**

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

For the Sindh Police

For the Auctioneer

Signed by: _____

Signed by: _____

Title _____

Title _____
