



BIDDING DOCUMENTS

FOR

**PROCUREMENT OF ACUTIONEER SERVICES
(AUCTIONEER)**

M/s.....

Note: The bidder(s) is expected to examine the Bidding Documents, including all instruction, forms, terms, and specification. Failure to furnish all the information required by the Bidding documents or submission of bid not substantially responsive in any aspect shall results rejection of the bid.



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INVITATION TO BID



INVITATION TO BID

Date: _____

Bid Reference No.: _____

In accordance with SPP Rules 2010 (Amended 2019) Police Department, Government of Sindh invites sealed tenders for procuring Auctioneer Services from interested firms registered with FBR and SRB for conducting auction of about **80 Metric Ton** of confiscated arms, which was destructed under supervision Registrar Special Court STA/ATA.

Sr. #	Description	Approximate Quantity	Tender Documents Fee (non-refundable)
1	Auction of confiscated/destructed arms.	80 Metric Ton (80,000 kgs)	1,500/-

INSTRUCTIONS:

1. **Single Stage – Two Envelopes Procedure** shall be followed as per details provided by Rule 46(2) of SPP Rules 2010 (Amended 2019).
2. A complete set of bidding documents may be purchased by the interested/eligible bidders on submission of a written application at the office given below and upon payment of a non-refundable fee of PKR 1,500/- (Pak Rupee fifteen hundred only) or can be downloaded from www.sindhpolice.gov.pk and <http://e.pprasindh.gov.pk>:

**Office of Assistant Inspector General of Police
Motor Transport Sindh
Police Headquarters South, Garden Karachi
Tel: 021-99216175**

3. Number of copies to be submitted - 02 copies (01 Original + 01 Copy)
Original: Clearly marked "**ORIGINAL BID**" on outer envelope, which contains two separate envelopes marked "**Technical Proposal (original)**" and "**Financial Proposal (original)**."
Copy: Clearly marked "**COPY OF BID**" on outer envelope, which contains two separate envelopes marked "**Technical Proposal (copy)**" and "**Financial Proposal (copy)**."
4. **Deadline for obtaining bid documents** – from date of publishing this NIT in newspapers or hoisting on websites up to 5th October till 1200 hrs.
5. **Deadline for submission of bids** – On 5th October till 1430 hrs.



6. **Opening of bids** – Same day i.e., on 5th October at 1500 hrs., in presence of Procurement Committee and representatives of the bidders (who choose to attend the meeting) at below mentioned address:
**Office of Deputy Inspector General of Police,
Technical & Transport, Sindh
Central Police Office, 4th floor, I. I. Chundrigar Road, Karachi**
7. **Bid Validity** – Offered bids must be valid for at least 90 days from date of opening of tender.
8. **Bid Security** - All bids must be accompanied with a Bid Security equivalent to Rs.40,000/-which shall be submitted in shape of pay order, demand draft, or bank guarantee and such instrument shall be made in favor of Inspector General of Police, Sindh.
Note: Validity period of bid security must be 28 days beyond date of bid validity.
9. **Cancellation of Bidding Process** – Police Department GoS can cancel the bidding process any time prior to acceptance of a bid or proposal as described by **Rule 25 of SPP Rules 2010** (Amended 2019).
10. Conditional tenders shall be rejected.
11. Police Department, Government of Sindh reserves the right to increase or decrease the scope of works without assigning any reason.

SD/-
(KHAWAR AKBAR SHAIKH) PSP
Assistant Inspector General of Police
Motor Transport Sindh, Karachi
Secretary Auction Committee



SECTION # 1 (PART-I)
INSTRUCTIONS TO BIDDERS



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Instructions to bidders

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INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. Source of funds Any funds relating to this project has not been allocated by the Provincial Government. However, the successful bidder shall deduct their commission (@ the percentage evaluated lowest & accepted by the procuring agency) from the value of auction of scrap.
2. Eligible Bidders
 - 2.1 This Invitation for Bids is open to all service providers from eligible source as defined in the SPP Rules, 2010 and invitation to bid.
 - 2.3 Government owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
 - 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with **ITB clause 27**.

B. THE BIDDING DOCUMENTS

3. Cost of Bidding The Bidder shall bear all costs associated with the preparation and submission of its bid, and the procuring agency named in the bidding document, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
4. Bidding Documents
 - 4.1 The bidding documents include:
 - a) Invitation to bid (03 pages)
 - b) Instruction to bidders (11 pages)
 - c) General conditions of contract (04 pages)
 - d) Bid data sheet (05 pages)
 - e) Special conditions of contract (03 page)
 - f) Terms of reference (09 pages)
 - g) Evaluation criteria (03 pages)
 - h) Sample forms & draft documents (11 pages)
 - 4.2 The Bidder is expected to examine all instructions, forms, terms, and ToRs in the



bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

5. Clarification of Bidding Documents
Any interested Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing. The Procuring Agency will respond in writing to any request for clarification of the bidding documents, which it receives **not later than five (05) working days prior to the deadline for the submission of bids** prescribed in the bidding document. Written copies of the Procuring Agency's response will be sent to all interested bidders that have received the bidding documents.
6. Amendments in Bidding Documents
 - 6.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment in accordance with the SPP Rules 2010 (Amended 2019).
 - 6.2 All interested bidders who have obtained the bidding documents will be notified of the amendment in writing and will be binding on them.
 - 6.3 To allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

7. Language of Bid
The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bidding document. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the bidding document, in which case, for purposes of interpretation of the Bid, the translation shall govern.



8. Documents Comprising the Bid
- The bid prepared by the Bidder shall comprise the following components:
- a) Bid shall comprise a sealed envelope.
 - b) Bid shall comprise Bid Form, Bid Security, Eligibility proof documents mentioned in the advertisement published in the newspaper(s) and terms of reference set forth for the services and price in accordance with **ITB Clauses 9, 10 & 11.**
 - c) As the projection of sales value is unclear, therefore all bids must be accompanied with a Bid Security equivalent to Rs.40,000/- which shall be the part of the Bid. Bids submitted without bid security or less than the Rs.40,000/- shall be rejected.
 - d) Documentary evidence established in accordance with **ITB Clause 12** that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
 - e) Documentary evidence established in accordance with **ITB Clause 12** that the services and ancillary services to be supplied by the Bidder are eligible and conform to the bidding documents; and bid security furnished in accordance with **ITB Clause 14.**
9. Bid Forms
- The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Services to be provided and prices.
10. Bid Prices
- 10.1 As the projection of sales (auction) value is unclear. Hence bidders are advised to submit their offer in term of percentage on actual sales (auctioned) value.
 - 10.2 Prices indicated on the Price Schedule shall be inclusive of all the taxes and duties.
 - 10.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive.
11. Bid Currencies
- Prices shall be quoted in Pak Rupees.



12. Documents Establishing Bidder's Eligibility and Qualifications
- 12.1 Pursuant to **ITB Clause 8**, the Bidder Should Furnish, as part of its Bidder's Eligibility and bid, documents establishing the Bidder's eligibility to bid and its Qualification to perform the contract if its bid is accepted.
- 12.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under **ITB Clause 2**.
- 12.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:
- a) That, in the case of a Bidder offering to provide services under the contract which the Bidder did not provide or otherwise provide, the Bidder has been duly authorized by the services' Manufacturer or producer to supply the services in the Procuring agency's country.
- b) That the Bidder has the financial and technical, capability necessary to perform the contract.
13. Format and Signing of Bid
- 13.1 Bidder shall submit two (02) copies (including one original and one copy) of their bid.
- Original:** Clearly marked "**ORIGINAL BID**" on outer envelope, which contains two separate envelopes marked "**Technical Proposal (original)**" and "**Financial Proposal (original)**."
- Copy:** Clearly marked "**COPY OF BID**" on outer envelope, which contains two separate envelopes marked "**Technical Proposal (copy)**" and "**Financial Proposal (copy)**."
- In the event of any discrepancy between them, the original shall govern.
- 13.2 The original and the copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or person duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be



initialed by the person or persons signing the bid.

14. Bid Security
- 14.1 Pursuant to **ITB Clause 8**, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 14.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture.
- 14.3 The bid security shall be in Pak. Rupees and shall be a bank guarantee and valid for further twenty-eight (28) days beyond the validity of the bid.
- 14.4 Any bid not secured in accordance with **ITB Clauses 13.1** will be rejected by the Procuring agency and declared nonresponsive.
- 14.5 Bid Security of unsuccessful bidder(s) will be discharged or returned as promptly as possible.
- 14.6 Bid Security of the successful Bidder shall be discharged upon the Bidder's signing the contract, pursuant to **ITB Clause 25**, and furnishing the performance security, pursuant to **ITB Clause 26**.

D. SUBMISSION OF BIDS

15. Sealing and Marking of Bids
- 15.1 The bidder shall seal the original and copy of bids in two separate sealed envelopes, duly marked as **"Technical Proposal (original)"** and **"Financial Proposal (original)"** and **"Technical Proposal (copy)"** and **"Financial Proposal (copy)"**. The envelopes shall then be sealed in an outer envelope marked **"ORIGINAL BID"** and **"COPY OF BID"**.
- 15.2 The inner and outer envelopes shall:
- a) be addressed to the Procuring Agency at the address given in the Bidding Document; and
- b) having the tender name indicated in the bidding document and number indicated in the Invitation to Bid, and a statement: **"DO NOT OPEN BEFORE,"** to be completed with the time and the date of opening of tender specified bidding documents & NIT



- 15.3 The inner envelopes shall also indicate the name and address of the bidder to enable the bid(s) to be returned UNOPENED. In case, it is declared “LATE”. If the outer envelope is not sealed and marked as required by **ITB Clause 15.1 & 15.2**, the Procuring agency will assume no responsibility for misplacement of bid(s) or premature opening.
16. Deadline for submission of bids
- 16.1 Bids must be received by the Procuring Agency at the address specified under Bid Data Sheet not later than the time and date specified in the bidding document & NIT.
- 16.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with **ITB Clause 6.3**, in such case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
17. Late Bids
- Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to Bid Data Sheet & NIT will be rejected and returned unopened to the bidder.

E. EVALUATION OF BIDS

18. Opening of Bids by the Procuring Agency
- 18.1 The Procuring agency will open bids in the presence of representatives of bidder(s) who choose to attend the meeting, at the time & date, and the place specified in the Bid Data Sheet & NIT. The representatives of the bidder(s) who are present shall sign attendance sheet for evidencing their attendance.
- 18.2 The bidders’ names, bid modifications or withdrawals, and such other details as the procuring agency, at its discretion, may consider appropriate, will be announced at the opening of bids.
- 18.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 18.4 The Procuring Agency will prepare minutes of the meeting.



19. Preliminary Examination
- 19.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 19.2 Arithmetical errors will be rectified on the following basis:
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - If the bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
 - If there is a discrepancy between words and figures, the amount in words will prevail.
- 19.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 19.4 If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be made responsive by the bidder by correction of the nonconformity.
20. Evaluation & Comparison of Bids
- 20.1 The procuring agency will technically evaluate and compare the bid(s), which have been determined to be substantially responsive, pursuant to **ITB Clause 19**.
- 20.2 After technical evaluation, the financial evaluation shall take place for only those bids which found responsive and are technically qualified. Others shall be returned unopened
- 20.3 The procuring agency's evaluation of a bid will be on price inclusive of all the taxes and duties and will exclude any price adjustment.
21. Contacting the procuring agency
- 21.1 No Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the



contract is awarded. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.

- 21.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. AWARD OF CONTRACT

22. Draft Agreement The Draft contract agreement along with the terms and condition is attached with this Bidding Documents. However, the final contract agreement shall be made on mutual consent of the Procuring Agency and the successful bidder.
23. Procuring agency's right to accept any bid or to reject any or all bids Police Department GoS can cancel the bidding process any time prior to acceptance of a bid or proposal as described by **Rule 25 of SPP Rules 2010** (Amended 2019).
24. Notification of Award
- 24.1 Prior to the expiration of the period of bid validity, the procuring agency will notify the successful bidder in writing by registered letter, that its bid has been accepted.
- 24.2 The notification of award will constitute the formation of the contract.
- 24.3 The successful bidder shall furnish the performance security pursuant to **ITB Clause 26**, the Procuring agency will promptly notify each unsuccessful bidder(s) and will discharge their bid security, pursuant to **ITB Clause 14.5**.
25. Signing of Contract
- 25.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the procuring agency will send the Bidder the Contract Form, incorporating all agreements between the parties.
- 25.2 Within thirty **(30) days** of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the Procuring Agency.
26. Performance Security
- 26.1 Within twenty **(20) days** of the receipt of notification of award from the procuring agency, the successful bidder shall furnish the performance security in accordance with the Conditions of Contract, in the



Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

26.2 Failure of the successful bidder to comply with the requirement of pursuant to **ITB Clause 26.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next.

27. **Corrupt or Fraudulent Practices**
- The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/ Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
 - b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - c) will declare a firm ineligible, either indefinitely or for a stated period of time to be awarded a government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a government-financed contract.



SECTION # 1 (PART-II)
GENERAL CONDITIONS OF THE CONTRACT



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General conditions of the contract

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GENERAL CONDITIONS OF THE CONTRACT

1. Definition

In this Contract, the following terms shall be interpreted as indicated:

 - a) **“Purchaser”** means the Sindh Police Department, Government of the Sindh, Karachi – Pakistan.
 - b) **“Contractor”** means the individual or firm whose bid has been accepted by the Purchaser and the legal successors, in title to the Contractor.
 - c) **“Contract”** means the agreement entered between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
 - d) **“Commencement Date of the Contract”** means the date of signing of the Contract between the Purchaser and the Contractor.
 - e) **“Contractor Price”** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
 - f) **“Contractor Value”** means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract, which is properly apportionable to the Software or Services in question.
 - g) **“Services”** means services, such as services required for auction of scrap and other such obligations of the Contractor covered under the scope of work.
 - h) **“Works”** means all items to be provided and work to be done by the Contractor under the Contract.
 - i) **“RO”** means Responding Organization/ Bidder Firm.
 - j) **“NIT”** means Notice Invitation Tender.
2. Bid Security

Pursuant to **ITB Clause 8.c** a bid security in the shape of a Pay Order, Demand Draft or Bank Guarantee in favor of **INSPECTOR GENERAL OF POLICE, SINDH** equivalent to Rs. 40,000/- be submitted along with the tender.

The Bid Security is refundable after finalization of the bid, in case of return of financial bids unopened to non-responsive bidders, on request after opening of financial bids or when award / placement of purchase order is finalized. The bidders will, however, apply for refund through a written request on their company/firm letterhead addressed to AIGP/Motor Transport Sindh, PHQ South Garden Karachi.
3. Validity of Proposal

Offered bids must be valid for at least **90 DAYS** from date opening of tender. However, the responding organization is encouraged to state a longer period of validity for the proposal.



4. Currency All currency in the proposal shall be quoted in Pakistan Rupees (PKR).
5. Withholding tax, Sales Tax and other taxes The responding organization/bidder is hereby informed that the Government shall deduct tax at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered by any responding organization who signs a contract with the Police Department. The responding organization will be responsible for all taxes on transaction and/or income, which may be levied by the Government. If responding organization is exempted from any specific taxes, then it will provide the relevant documents with the proposal.
6. Stamp Duty The Applicable Stamp duty according to Government Rules shall be borne by responding organization/bidder at the time of signing of contract.
7. Financial Capabilities The RO(s) shall describe the financial position of its organization. Income Statement or Annual Report or bank statement must be included in the detailed technical proposal.
8. Liquidated Damages Liquidated damages of **0.025% per day up to 10% of the contract price will be deducted for delayed Services**. The purchaser also reserves the rights to cancel the contract, forfeit the performance security and blacklist the firm.
9. Delivery / Installation Time / Mode of payment The RO should clearly specify the timeline for the providing the services.
Mode of payment: As described within ITB clause 1.
10. Performance Security As the projection of sales (auction) value is unclear, the successful bidder will have to deposit Rs.**100,000/- bank Guarantee/Security** of the amount of contract, in the form of pay order, bank guarantee or any other financial instrument recognized by Government of Pakistan, to the satisfaction of IGP Sindh. The same will be returned on due completion of the contract and warranty period.
11. Evaluation Criteria To conform, the approved specifications, the evaluation criteria of bids will be based on the technical expert opinion, observation of procurement & technical committees and terms & condition set-forth in the bidding documents, tender notice and bid form or as deemed appropriate by the Purchase Committee.
12. Conditional Tenders Conditional tenders/bids shall not be acceptable.
13. Scope of Work Police Department, GoS reserves the rights to increase or decrease the scope of work without assigning any reason.



SECTION # 2

BID DATA SHEET



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Bid data sheet

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**BID DATA SHEET**

Sr. #	Description	Details
GENERAL INFORMATION		
1.	Procuring Agency	Police Department, Government of Sindh
2.	Method of Procurement	Open Competitive Bidding (National Competitive Bidding)
3.	Website(s)	www.sindhpolice.gov.pk , http://e.pprasindh.gov.pk/
4.	Tender Subject	Auction of confiscated/destroyed arms
5.	Detail description of work/assignment	As per 'TOR' attached
6.	Procedure of Open Competitive Bidding	Single Stage – Two Envelop Procedure would be followed as per details provided by Rule 46(2) of SPP Rules 2010 (Amended 2019)
7.	Source of Funds	Government of Sindh
8.	Name & designation of PA's official(s)	Khawar Akbar Shaikh Assistant Inspector General of Police Motor Transport Sindh
9.	Address of Procuring Agency	Office of the Assistant Inspector General of Police Motor Transport Sindh Police Headquarters South, Garden Karachi Tel: 021-99216175
BID – CURRENCY/PRICE/TAXES		
10.	Currency	Pakistani Rupee (PKR)
11.	Taxes	Quoted price shall be inclusive of all applicable taxes
12.	Price	Pursuant to ITB Clause 10.1 the quoted price shall be fixed (bids quoted with variable price shall be rejected).
PREPARATION & SUBMISSION OF BIDS		
13.	Bid Security	Rs. 40,000/- of the total bid price (pursuant to ITB Clause 14) & the details provided by Rule 37 of SPP Rules 2010 (Amended 2019). Note: ✓ The Bid Security should be placed in envelop marked "Financial Proposal (Original)" otherwise, Bid(s) shall be declared " UN-RESPONSIVE " and therefore rejected. ✓ Bid Security & offer should be concealed properly by making it possible that nothing shall be visible/readable from these documents from outside of the envelop.



		✓ <i>The bid disclosing any information which is unfolding quoted price in any mean within technical proposal shall be rejected and declared “UN-RESPONSIVE.”</i>
14.	Bid Validity	Pursuant to GCC Clause 3 and Rule 38 of SPP Rules 2010 the offered bids must be valid for at least 90 days from the date of opening of tender.
15.	Sealing & marking of bids	As described in ITB Clause 15
16.	Address for Submission	Office of Deputy Inspector General of Police Technical & Transport, Sindh Central Police Office 4 th floor, I. I. Chundrigar Road, Karachi
17.	Last date & Time for Collection of Bidding Documents	5 th October 2021 till 1200 hrs.
18.	Last date & Time for Submission of Tender	5 th October 2021 till 1430 hrs.
19.	Address, date & time for opening of the bid	Office of Deputy Inspector General of Police Technical & Transport, Sindh Central Police Office 4 th floor, I. I. Chundrigar Road, Karachi 5 th October 2021 at 1500 hrs.
BID EVALUATION – FACTORS & STAGES		
20.	Bid Evaluation Factors	a. Mandatory qualification – Stage # 1 (Part-I) b. Technical qualification – Stage # 1 (Part-II) c. Lowest evaluated financial proposal – Stage # 2
21.	Bid Evaluation Stages	<u>Technical qualification - Stage # 1 (Part-I)</u> Any bid unable to qualify OR fail to submit documents required for mandatory qualifying requirement (sr. # 22 below) shall be declared as “UNRESPONSIVE” and eventually disqualify for next part of technical evaluation and financial proposal(s) of unresponsive bid(s) shall be returned “UN-OPENED.” <u>Technical qualification - Stage # 1 (Part-II)</u> The bid(s) qualifying in mandatory qualifying requirement as mentioned in Bid Data Sheet (sr. # 22 below) shall be eligible for the next stage of technical evaluation. Wherein, the proposal(s) as mentioned in “Section V” of Bidding Documents i.e., “ Evaluation Criteria ” shall be evaluated. <u>Financial qualification - Stage # 2</u> The bid(s) qualified in both parts of stage # 1 shall be eligible for opening of “ Financial Proposal(s) ” which shall be opened



		in presence of representative(s) of participating bidder(s) who choose to attend the meeting.		
MANDATORY QUALIFYING REQUIREMENTS				
22.	Mandatory qualifying Requirements	1.	Registration of the firm with FBR, active status in ATL is mandatory.	Valid Certifications / documentations from concerned regulator / authority shall be required
		2.	Valid registration with SRB.	
		3.	Affidavit that the firm is not blacklisted & involved in any active litigation with GoP or GoS.	
		4.	NOC issued by Commissioner Karachi for providing auctioneer service	
MISCELLANEOUS				
23.	Expected date for commence of service	From date of signing of contract		
24.	Performance Security	Rs. 100,000/- pursuant to ITB Clause 26 and as per details provided by Rule 39 of SPP Rules.		
25.	No. of copies to be submitted	02 copies (01 Original + 01 Copy) <u>Original</u> Clearly marked " ORIGINAL BID " on outer envelope, which contains envelopes marked "Technical Proposal (original)" and "Financial Proposal (original)." <u>Copy</u> Clearly marked " COPY OF BID " on outer envelope, which contains envelopes marked "Technical Proposal (copy)" and "Financial Proposal (copy)."		
26.	Clarification & Amendment in Bidding Documents	Pursuant to ITB Clause 5 & 6 and in accordance with Rule 23 of SPP Rules (Amended 2019) the interested bidder(s) who has obtained bidding document may request for clarification of contents of the bidding document in writing, provided they are received at least five (05) calendar days prior to the date of opening of proposals.		
27.	Modification in scope of work	Police Department GoS reserves the right to increase / decrease the scope of work without assigning any reason.		



SECTION # 3

SPECIAL CONDITIONS OF THE CONTRACT



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Special conditions of the contract

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SPECIAL CONDITIONS OF THE CONTRACT

<p>The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.</p>		
1.	Definition	The Procuring Agency is Police Department, Government of Sindh
2.	Country of origin	Pakistan
3.	Performance Security	The contractor will provide the respective Performance Security amounting to Rs. 100,000/- at the time of signing of contract.
4.	Payment	The Payment terms and conditions should clearly be mentioned in the financial proposal at the time of submission with the bid. The terms and conditions will be finalized as per mutual agreement / consent at the time of signing of contract.
5.	Prices	Price quoted by the bidder shall be fixed during the Bidder's Performance and not subject to variation on any account, unless otherwise specified in the bidding documents.
6.	Liquidated Damages	Liquidity Damages of 0.025% per day up to 10% of the Contract Price will be deducted for Delayed Service
7.	Resolution of Dispute	In case of a dispute between Procuring Agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.
8.	Governing Language	English
9.	Notices	All notices shall be address at: Office of the Assistant Inspector General of Police Motor Transport Sindh Police Headquarters South, Garden Karachi Tel: 021-99216175



SECTION # 4 TERMS OF REFERENCE



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Terms of reference

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TERMS OF REFERENCE

1. GENERAL REQUIREMENTS

- 1.1 Sindh Police requires open public auction to be conducted with maximum participation by the public. The stock (assets) comprising scrap of destroyed unserviceable arms.
- 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 (hereinafter the Auctioneer) will act as intermediary of Sindh Police in all auction transactions and perform all activities involved in preparing the auction, conducting auction, and collecting the money from the successful bidders, as well as providing a full report of all transactions resulting from the auction.
- 1.5 Sindh Police reserves the right to contact past bidders or circulate relevant auction information (date/time, terms of participation, detail of scrap) 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 assure transparency and integrity within auction process.
- 1.6 Sindh Police intends to hire Auctioneer to conduct auction within Karachi city.
- 1.7 Length of auction period in Karachi shall be one day, which can be extended for further one day. If supervising Auction Committee anticipated that completion of auction of whole property is not possible in one day or receipt of unsuitable offers.
- 1.8 The auctioneer will be appointed for conducting just one auction i.e., scrap of destroyed unserviceable arms, which will be scheduled in FY 2021-22.
- 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 SERVICES

- 2.1 A list mentioning phase-wise & date-wise destruction of scrap in hardcopy will be provided to Auctioneer by Sindh Police at least **45 days** prior to fixing 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.
- 2.4 The Auctioneer shall provide market value of such assets, which shall be an indicative value and the can be a minimum value of assets. The final reserved price will be set by Sindh Police.
- 2.5 After inspection of assets the auctioneer shall be responsible to submit appropriate number of photographs shall also be submitted at least **25 days** prior to the auction.
- 2.6 The Auctioneer will design and develop all necessary advertisements and publishing materials pertaining to the auction.
- 2.7 The advertisement should begin at least **three weeks (21 days)** before the auction. The advertisement notices shall include the auction venue, auction date/times, terms of participation and assets viewing period.
- 2.8 The auctioneer shall submit draft of advertisement (to be published in newspapers) for obtaining formal approval from Sindh Police.
- 2.9 Cost of advertisement shall be borne by the Auctioneer and shall submit the newspaper clippings of advertisement to Sindh Police.
- 2.10 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.
- 2.11 **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.
- 2.12 Length of viewing period shall be **5 working days within official timing i.e., 0900 to 1700 hrs.**
- 2.13 Public inspection will not be allowed strictly on the day of auction to avoid any disorder.
- 2.14 The Auctioneer must assure presence sufficient staff, during public inspection.
- 2.15 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 for personnel of Sindh Police deputed for auction duty.

3. SERVICES ON AUCTION DAY

- 3.1 Official timing for start of auction day will be from 1100 hrs to 1700 hrs, (06 hrs including lunch & prayer interval). However, official timing can be enhanced by supervising Auction Committee of the Sindh Police.



- 3.2 The Auctioneer in co-ordination with Sindh Police, manage security staff to ensure the safety of the participants and for controlling crowd during the event.
- 3.3 The auctioneer shall be responsible to obtain appropriate data of successful bidder on spot, which will be provided to Sindh Police for official record.
- 3.4 The auctioneer will publicize Terms of Participation on the day of auction prior to the start of the auction and assure that participants have understood the Terms of Participation with clarity and without ambiguity.
- 3.5 The Auctioneer will ensure collection of 25% of highest offered bid value immediately from successful bidder 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 SERVICES

- 4.1 At the end of auction detail of successful bidder will be sent to Sindh Police by Auctioneer.
- 4.2 The Commission due for the Auctioneer will be based on the successfully collected sales amount (including forfeited deposits, if any) from the bidder.
- 4.3 The Commission of Auctioneer will be remunerated from collected payment(s), which will receive from successful bidder against sales of assets at the rate quoted by the Auctioneer.
- 4.4 The Auctioneer will submit acknowledgement to Sindh Police as & when the commission will be deducted.

5. CONDITIONS OF THE SALE DETERMINED

- 5.1 Acceptance of bid will subject to approval by the supervising Auction Committee. The scrap 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 assets shall be lifted completely within four (04) week from the site of accumulation. The weight stated in the officially provided list is final, no discrepancy or claim before or after lifting of material shall be accepted.
- 5.4 It shall be binding for the successful bidder that all the lifted scrap must be melted in furnace in presence of representative(s) of the Sindh Police within four (04) weeks of lifting of scrap.



- 5.5 During movement of scrap from collection point till destination it should be accompanied with an escort and all the expense relating to boarding, lodging, conveyance etc., must be borne by the successful bidder and he must be informed in advance accordingly for the same through appointed auctioneer.
- 5.6 The scrap that will be sold on the assumption that bidders have inspected the assets and know what they are going to buy. Whether they have first inspected it or not. If, whole or part of a assets has not been delivered to the bidder for any reason, 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.
- 5.7 If the original buyer wishes 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.
- 5.8 All the Auctioned property must be removed at the buyer's risk & expense within **four (04) weeks** from issuance of Delivery Order. Any extension in this period will be discretion of Sindh Police. If any property not removed within specified time limit, then penalty @ Rs.1,000 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.
- 5.9 The Buyers shall be responsible for any damage that may be done to the Government premises during removal of the property purchased by them. Sindh Police may recover such damages (as appropriate) from the buyers, and collection of damage recovery from the buyers shall be responsibility of the auctioneer.
- 5.10 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 for offered assets then Auctioneer may stop/suspend the proceedings with the consent of the Auction Committee.
- 5.11 The supervising Auction Committee reserves the right 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 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 amount from the buyer.
- 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 the assets of the Sindh Police. If any such practice observed by the supervising Auction Committee, then matter shall be dealt strictly, and the firm (Auctioneer) can be declared blacklisted.

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 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 **/**/2021 up to **/**/2021 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 view the scrap shall present their CNIC.
- 11.6 Because all the scrap are being sold “**AS IS WHERE IS**” basis therefore any distraction shall not be allowed in any mean. If, any bidder involved in such practice then Sindh Police reserves the right to take appropriate legal action against involved bidder.
- 11.7 The Supervising Auction Committee reserves the right that the highest offered bid for a particular asset may be referred to IGP Sindh for approval.
- 11.8 The Supervising Auction Committee reserves the right to accept or reject any bid without assigning any reason. Any objection whatsoever will not be entertained.
- 11.9 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.
- 11.10 All the bids will be subject to confirmation by the supervising Auction Committee. The assets shall be auctioned on “**AS IS WHERE IS**” basis.
- 11.11 The assets shall be lifted completely within four (04) weeks from the site of accumulation. The weight stated in the officially provided list is final, no discrepancy or claim before or after lifting of material shall be accepted.
- 11.12 It shall be binding for the successful bidder that all the lifted scrap must be melted in furnace in presence of representative(s) of the Sindh Police within four (04) weeks of lifting of scrap.



- 11.13 During movement of scrap from collection point till destination it should be accompanied with an escort and all the expense relating to boarding, lodging, conveyance etc., must be borne by the successful bidder and he must be informed in advance accordingly for the same through appointed auctioneer.
- 11.14 The scrap that will be sold on the assumption that bidders have inspected the assets and know what they are going to buy. Whether they have first inspected it or not. If, whole or part of a assets has not been delivered to the bidder for any reason, 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.
- 11.15 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.
- 11.16 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.
- 11.17 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**.
- 11.18 All the Auctioned property must be removed at the buyer's risk & expense within **four (04) weeks** from issuance of Delivery Order. Any extension in this period will be discretion of Sindh Police. If any property not removed within specified time limit, then penalty @ Rs.1,000 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.
- 11.19 The Buyers shall be responsible for any damage that may be done to the Government premises during removal of the property purchased by them. Sindh Police may recover such damages (as appropriate) from the buyers, and collection of damage recovery from the buyers shall be responsibility of the auctioneer.
- 11.20 If the original buyer wishes 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.



SECTION # 5 EVALUATION CRITERIA



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Evaluation criteria

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2.	Financial capabilities	40
3.	Company experience	40
4.	Relevant experience	40
5.	Note	40



EVALUATION CRITERIA

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

Sr. #	Description	Evaluation Parameters	Marks
1	Status in FBR (Online verification)	In-active or blacklisted	0
		Operative	20
2	Financial Capabilities (Average turnover of last 3 years) Note: <i>Bank statement from 1st July 2017 to 30th June 2020 shall be required.</i>	Less than 3 million	0
		Over 3 up to 5 million	20
		More than 5 million	25
3	Company Experience (From date of operations)	Less than 2 years	0
		Over 2 up to 3 years	20
		More than 3 years	25
4	Relevant Experience (Work orders for conducting Auction) Note: <i>Assignments worth rupees one (01) million minimum since last 10 years</i>	Less than 3 work orders	0
		3 to 5 work orders	20
		More than 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 46(2)(h) of SPP Rules 2010 (Amended 2019).



SECTION # 6

SAMPLE FORMS & DRAFT DOCUMENTS



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BID FORM

BID FORM for _____

To:

Inspector General of Police,
Sindh Karachi.

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, for the above contract, we, the undersigned, offer to supply, deliver and test in conformity with the said bidding documents (Technical and Financial proposals are attached as Annexure-B and Annexure-C respectively) are submitted herewith separately as per your requirement.

We undertake, (if our bid is accepted) to complete the supply in accordance with the delivery time mention in this tender documents.

If our bid is accepted, we will provide the performance security in the sum equivalent to 10% of the Contract Price i.e., Rs..... for the due performance of the contract as per bid Security Form.

Dated this _____ day of _____ 202__

WITNESS

BIDDER (Sign + Seal)

Signature: -----

Signature: -----

Name:-----

Name:-----

Title:-----

Title:-----

Address:-----

Address:-----

CNIC #:-----

CNIC #:-----



TECHNICAL PROPOSAL FORM

Bidder's Profile		
Name		
Official Address		
Telephone(s) No.		
Official Fax No.		
GST Registration No.		
Income Tax Reg. No.		
Sr. No.	Description of services	Duration
1	Auctioneer services for auction of destroyed unserviceable arms	

Note: Please carefully read the whole document and provide all necessary details with proof of evidence.

BIDDER (Sign + Seal)

(Form is compulsory and must be carefully filled in original with technical proposal)



FINANCIAL PROPOSAL FORM

Bidder's Profile			
Name			
Official Address			
Telephone(s) No.			
Official Fax No.			
GST Registration No.			
Income Tax Reg. No.			
No. of years in business			
Sr. No.	Description of services	Quantity	Offered Rate (Percentage of commission on auctioned value)
1.	Auctioneer services for auction of destroyed unserviceable arms	80 Metric Ton	
Total Cost in Pak Rupees			
(in words. _____)			

Note: Earnest money will be equivalent to 2% of the total bid cost. Only Pay Order/Bank Draft for earnest money will be acceptable in favor of Inspector General of Police, Sindh, Karachi.

BIDDER (Sign + Seal)

(Form is compulsory and must be carefully filled in original with financial Proposal)



GENERAL INFORMATION REQUIRED

The Bidder should also provide the following required information and placing this Form on top of the Technical Proposal. Relevant portions of the Technical Proposal should be referenced in this form.

- 1 Name of Bidder _____
- 2 No. of Years in business in Pakistan _____
- 3 No. of Offices locations in Pakistan _____
- 4 Annual Turnover (Million Rs.) _____
- 5 Value of projects in hand (details may be given) _____
- 6 Year of Incorporation (since in operation) _____

- 7 Status of the Bidder
Sole Proprietor
- Partnership
- Private Limited
- Public Limited
- Entity registered/incorporated outside Pakistan.
(If yes, give detail) _____
- Other (please specify) _____

- 8 Names of Owner / Partners / Chief Executive / Directors _____

- 9 Details of Registered Head Office (address, phone, fax, email & website information) _____

- 10 Detail of skilled & un-skilled staff (separate sheet can be attached) _____



BID SECURITY FORM (DRAFT)

WHEREAS _____ (hereinafter called “**the Bidder**” has submitted its bid dated _____ for the purchase of “ _____”, (hereinafter called “**the Bid**”).

KNOW ALL MEN by these presents that We _____ (Name of Bank) of _____ (Name of Country) having our registered office at _____ (address of Bank) hereinafter called “the Bank”) are bound into the Inspector General of Police, Sindh, Karachi, Pakistan (hereinafter called “the Purchaser”) in the sum of _____, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common Seal of the Bank this _____ day of _____, 2021.
THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder does not accept the corrections of his Total Bid Price; or
3. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to execute the Contract Form, when requested.

We undertake to pay to the Purchaser up to the above amount, according to, and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both or all the three above stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 28 days beyond the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

(NAME OF BANK)

By _____

(Title)

Authorized Representative



PERFORMANCE SECURITY (DRAFT)

To: Inspector General of Police, Sindh,
Karachi, Pakistan.

WHEREAS (Name of the Contractor)

Hereinafter called “the Contractor” has undertaken, in pursuance of the bid for the purchase of hardware including “_____”, dated _____ 2021, (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total Sum of Rs.100,000/- and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums, within the limits of 100,000/- without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until ___ day of _____ 2021, or the warranty period.

[NAME OF GUARANTOR]

Signature _____
Name _____
Title _____
Address _____
Seal _____



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 Service Provider’s name]* (“the Auctioneer”) having its principal office located at *[insert Auctioneer’s address]*.

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

WHEREAS, the Auctioneer is willing to perform the services required by the PA,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Service**
 - (i)** The Auctioneer shall perform the services specified in “Terms of Reference” which is made an integral part of this Contract (“the Services”)
 - (ii)** The Auctioneer shall provide the reports as required by PA as immediately as possible or time specified by PA.
- 2. Terms** The Auctioneer 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 the Auctioneer’s services 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]*, which will be deducted on successfully collected sales (auctioned) amount from the buyer.
- 4. Economic Price Adjustment** Not applicable
- 5. Performance Standard** The Auctioneer undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Auctioneer shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.
- 6. Confidentiality** The Auctioneer shall not, during the term of this Contract and within ten 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.



- 7. Ownership of material** Any studies, reports, or other material, graphic, software or otherwise, prepared by the Auctioneer for the PA under the Contract shall belong to and remain the property of the PA. The Auctioneer may retain a copy of such documents and software.

- 8. Consultant Not to be Engaged in Certain Activities** The Auctioneer agrees that, during the term of this Contract and after its termination, the Auctioneer and any entity affiliated with the Auctioneer, shall be disqualified from providing services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services

- 9. Insurance** The Auctioneer will be responsible for taking out any appropriate insurance coverage for their personnel and equipment.

- 10. Assignment** The Auctioneer shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.

- 11. Law Governing Contract & Language** The Contract shall be governed by the laws of Islamic Republic of Pakistan, or the Provincial Government and the language of the Contract shall be English.

- 12. 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 _____



INTEGRITY PACT

Declaration of fees, commission, and brokerage etc. payable by the supplier of goods, services and works in contract worth Rs. 10.00 million or more.

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier] 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 any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] 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 GoS, except that which has been expressly declared pursuant hereto.

[name of Supplier] 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 GoS and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty.

[name of Supplier] 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 rights and remedies available to GoS under any law, contract, or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [name of Supplier] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Supplier] 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 GoS.

Name of Buyer _____

Name of Seller/Supplier _____

Signature _____

Signature _____

[Seal]

[Seal]