



2021

PRE-QUALIFICATION & BIDDING DOCUMENT FOR PROCUREMENT OF VEHICLES



Cantonment Executive Officer
Cantonment Board Faisal
8/3/2021

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

“

In the name of Allah, the merciful and
compassionate.”

Our Moto

striving **better living** standards



Bock Let internal Cover



**PRE-QUALIFICATION &
BIDDING DOCUMENT**

FOR

**PROCUREMENT OF CONSERVANCY
VEHICLES/ MACHINERY FOR INHOUSE
MANAGEMENT OF SANITATION
CONSERVANCY VEHICLES**

(August, 2021)

Bidding Document Fee = 5,000 PKR

**CANTONMENT BOARD, FAISAL
SHAH RAHE-E-FAISAL,
KARACHI**

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1 PRE-QUALIFICATION DOCUMENT

FOR

**PROCUREMENT OF CONSERVANCY
VEHICLES/ MACHINERY FOR INHOUSE
MANAGEMENT OF SANITATION
CONSERVANCY VEHICLES**

(August, 2021)

**CANTONMENT BOARD, FAISAL
SHAH RAHE-E-FAISAL,
KARACHI**



CANTONMENT BOARD FAISAL

Shahrah e Faisal Karachi, Postal Code 75350

24/7 Helpline 021-34602764 Tel 021-99240525-7 Fax 021-99240526

Web www.cbf.com.pk, FB/Cantonment Board Faisal

1.1 NOTICE OF REQUEST FOR PROPOSAL

(RFP)

SUBJECT: PROCUREMENT OF CONSERVANCY VEHICLES / MACHINERY AND INHOUSE MANAGEMENT OF SANITATION CONSERVANCY SERVICES

1. Cantonment Board Faisal (CBF) being a procuring entity is committed to provide municipal services in its area of jurisdiction. In the frame-work of maintenance activities CBF has received a proposal for provision of vehicles for garbage removal from.
2. As per PPRA Rule 37-A, a proposal from companies / manufacturers of Heavy truck vehicles with variable removal capacity of 4 tons, 6 tons and 10 tons is hereby invited with the intent of providing the vehicles on easy payment schedule. The selected qualified/original manufacturer shall be liable to provide the vehicles in stipulated time and quality approved by CBF.
3. Further details / documents in this regard can be obtained from the office of the Cantonment Board Faisal (Main shah Rahe Faisal near Suzuki Show Room on Main Shah Rah E Faisal) on any working day during office hours before closing date.
4. The proposal prepared in accordance with PPRA rule 37-A, must reach at CBF Office ((Main shah Rahe Faisal near Suzuki Show Room on Main Shah Rah E Faisal) on or before ___ August, 2021 at 11:00 AM. The proposal will be opened on the same day at 2:30 PM. The advertisement is also available on PPRA website at www.ppra.org.pk and CBF website at <http://cbfaisal.gov.pk/en>.
5. Any proposal received in contravention of enabling provisions of PPRA rules, 2004 will be declared non responsive by the Board being procuring entity. Cantonment Board Faisal being procuring entity reserved the right to accept or reject any proposal on technical / administrative grounds under Rule 33(1) of PPRA Rules, 2004 (As amended up to date).

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**Cantonment Executive Officer
Cantonment Board Faisal**

1.2 PREFACE

Introduction:

Cantonment Board are autonomous bodies, who do not get any grant or financial aid from Federal government or provincial governments and the boards have to facilitate public with available resources at hand. In these dire circumstances difficulties arise at many occasions.

Legal Provisions:

1. U/S 116 Cantonment act, 1924

Duties of Board. It shall be the duty of every 1 [Board], so far as the funds at its disposal permit, to make reasonable provision within the cantonment for

- c. cleansing streets, public places and drains, abating nuisances and removing noxious vegetation ;

2. PPRA Rules, 2004: 37 (A) & 42 (C) attached in **Annexure-4**

Prelog:

It is submitted that, in Year 2003 vide CBR No 14 dated 15-10-2004, the conservancy was outsourced to contractor on the quoted lowest rate at that time. *Over the years there have been four main factors that have caused extra financial burden on cantonment board Faisal causing the need for In house Management of services of Sanitation branch,*

1. Vertical Population Growth
2. Increase in Garbage production of Public due to increase in Purchasing Power Parity
3. Increase in inflation Rate of Pakistan and its uncertainty over the years
4. Levy of indirect expenses i.e., taxes implemented by Federal & provincial Governments from time to time. Mostly recently being implementation by Sindh government of 13% sales Tax on services as per 9805.6000 of second schedule of Sindh Government.

Proposal

1. In this regard, a registered suppliers of original manufacturers have submitted an unsolicited proposal for provision of vehicles to CBF on an easy payment schedule as per annexure A of their proposal. Which is viable under section 37 A of PPRA rules in lieu of **S.R.O No. 442/(1)/2020 dte 15th May,2021** .
2. Further more in lieu of PPRA rules 42 (C) quotation letters have also been written to different original manufacturers for sake of cross comparison; dte 08-07-2021.

Way Forward

The further proceedings of this project are attached in this document.

Our Moto lets Make Pakistan Cleaner & Greener.

1.3 SUMMARIZED INSTRUCTIONS TO CONTRACTORS

To

All Contractor/ Firms/ Applying for this proposal.

An **Request for Proposal** was called on , **August, 2020** was called for **“Procurement of Conservancy Vehicles / Machinery and inhouse Management of Sanitation Conservancy Service”**. The instructions for submission of prequalification documents area as follow,

- a. All the documents should be submitted as per the criteria’s enlisted in Chapter no. 1 of this document related to prequalification.
- b. This is a two-step process of procurement as per PPRA rule 37, first being pre-qualification and second will be two stage bidding with financial, technical bids submitted separately.
- c. In first step all the firms will have to qualify as per criteria set furth for evaluation
- d. In second step the process of bidding will start on pattern of single stage two envelope.
- e. The time for submission of pre-qualification documents & bidding documents is 15 days.
- f. Bids of Only those firms that have pre-qualified will be entertained only.
- g. Non application or missing document will be entertained after the meeting of dead line which is 15 days after the publishment of ADD in news Paper.

-sd-

**Cantonment Executive officer
Cantonment Board Faisal.**

1.3 CRITERIA OF MARKINGS

1.3.1 GENERAL EXPERIENCE (34 MARKS):

Sr. No	Description	Marks Assigned				Explanation for marks Obtained
		XXXXXX	XXXXXX	XXXXXX	XXXXXX	
1	<p>Projects of similar nature and complexity completed in last Ten to Twenty years. (No marks are awarded for works less than specified limits) 20 marks 5 marks for > 3 but 5 ≤ years 5 marks for > 6 but 10 ≤ years 5 marks for >11 but 15 ≤ years 5 marks for >16 but 20 ≤ years</p>					<ul style="list-style-type: none"> • Full Marks are given if in case of 10 or more projects are completed. • For less than 10 projects following formula will be adopted =(A/10)*10
2	<p>Enlistment record with Government Organizations & other agencies 14 Marks</p>					<ul style="list-style-type: none"> • In case of certificates are submitted in regards to income tax, FBR etc full marks will be given and in case of non-compliance 0 marks will be given.
	NTN/GST (2 Marks)					• 2 mark
	SBR (2 Marks)					• 2 mark
	Income Tax Returns (2 Marks)					• 2 mark
	Professional certificates from previous buyers (4 Marks)					<ul style="list-style-type: none"> • 4 marks • Proper reference certificates along with cell phone no shall be furnished i.e. certificate of satisfaction from previous buyers.
	Bank certificates (2 Marks)					• 2 mark
	Certificate from EPA (1 Mark)					• 1mark
	ISO Certification (1 Marks)					• 1mark
	Grand total (34 Marks)					

1.3.2 PERSONNEL CAPABILITIES (30 MARKS)

Sr. No	Description	Marks Assigned TO companies				Explanation for marks Obtained
		XXXXXX	XXXXXX	XXXXXX	XXXXXX	
1	B.Sc. Automobile Engineers registered with PEC (10 Marks)					<p><u>Experience of engineers(5.0 Marks):</u></p> <ul style="list-style-type: none"> • 5 marks will be given if the individual experience of at least 2 no. of B.Sc. Engineers (professional) is equal to 5 years or above • For less than 2 no of B.Sc. engineers having individual experience of less than 5 years, marks will be given as per formula $(Y/5)*5.0$ Y= Average no of years <p><u>Strength of engineers=(5.0 marks)</u></p> <ul style="list-style-type: none"> • 5 marks will be given if the total no of Engineers registered with PEC are 2 nos. or above • For less than 2 no of B.Sc. Engineers marks will be given as per following formulas= $(A/2)*5$ A=no of engineers
2	B.Sc Metallurgical Engineers registered with PEC (10marks)					<p><u>Experience of engineers(5 Marks):</u></p> <ul style="list-style-type: none"> • 5 marks will be given if the individual experience of at least 2 no. of B.Sc. Engineers (professional) is equal to 10 years or above • For less than 2 no of B.Sc. engineers having individual experience of 5 years, marks will be given as per formula $(A/5)*2.5$ Y= Average no of years <p><u>Strength of engineers=(5.0 marks)</u></p> <ul style="list-style-type: none"> • 3 marks will be given if the total no of Engineers registered with PEC are 10 nos or above • For less than 2 no of B.Sc. Engineers registered with PEC marks will be given as per following formulas= $(A/2)*5$ A=no of engineers
3	B.BA Degree holders (10Marks)					<p><u>Experience of degree holders (5 Marks):</u></p> <ul style="list-style-type: none"> • 5 marks will be given if the individual experience of at least 2 no. of degree holders (professional) is equal to 5 years or above • For less than 2 no of Degree Holders having individual experience of 5 years, marks will be given as per formula $(Y/5)*5$ A= no of Degree Holders <p><u>Strength of engineers=(5 marks)</u></p> <ul style="list-style-type: none"> • 5 marks will be given if the total no of degree holders are 2 nos or above • For less than 2 no of degree holders marks will be given as per following formulas= $(A/2)*5$ A=no of degree holders
Total marks allocated out of 30.						

1.3.3 FINANCIAL SOUNDNESS (36 MARKS)

Sr. No	Description	Marks Assigned				Explanation for marks Obtained
		XXXXXX	XXXXXX	XXXXXX	XXXXXX	
1	Available bank Credit Line (6 Marks)					<ul style="list-style-type: none"> • Three Marks are given if the available bank credit line limit is equal to 10 million • For limit less than 10 million, use $3 \times (A/10)$ • For the limit more than 10 million but less than 100 million use following weightage $3 + (A/100) \times 2$ <p>A= Available Bank Credit Line Limit</p> <ul style="list-style-type: none"> • Full marks are given in case of limit is 100 million or more.
2	Working Capital in last year (6 Marks)					<ul style="list-style-type: none"> • Three marks are given if the available average working capital for last three years is equal to 100 million. • For the capital more than 100 million use following weightage $3 \times (100/A)$ • For the capital more than 100 million and less than 200 Million use following weightage <p>A= Average working capital in last three years</p> <ul style="list-style-type: none"> • Full marks are in case of limit is 200 million or more.
3	Registration with income tax department (6 Marks)					<ul style="list-style-type: none"> • No point will be given if income tax certificate is not attached and 5 points will be added in case of valid certificate.
4	Copy of Valid license from Sub-contractor/ JV Partner (6 Marks)					<ul style="list-style-type: none"> • No points will be given if license is not attached and 5 points will be added in case of valid license.
5	Litigation History in which Decision has been given against the firm (s) (6 Marks)					<ul style="list-style-type: none"> • In case of the firm is involved in any litigation, no marks will be given and 5 points will be added in case affidavit of no litigation is attached.
6	Black listing from any agency (6 Marks)					<ul style="list-style-type: none"> • In case the firm is blacklisted, no Marks will be given and 5 Points will be added in case affidavit by the company that it has not been black listed is attached.
Total collective marks out of 36 marks						

1.3.4 EVALUATION REPORT

- The passing score for a firm to qualify in process is set to be as 50 %
- The summary of marking is as follow;

Sr. No	Description	Marks Assigned				Explanation for marks Obtained
		XXXXXX	XXXXXX	XXXXXX	XXXXXX	
1	General experience (34)					As per information provided by the firm
2	Person capabilities (30)					As per information provided by the firm
3	Financial Soundness (36)					As per information provided by the firm
Grand total (100)						

- _____ out of _____ firms have been short listed for further advancement of the project,
 - XXXXXXXX
 - XXXXXXXX
 - XXXXXXX

1.4 Conflict of interest

At any time of project execution, the decision of Faisal Cantonment Board will be final and the firms will be legally bound to obey the instruction given in written from time to time. They cannot challenge it in any court or what so ever without adopting proper channel. In case of any conflict PCB will be the arbitrator and his decision shall stand final in light of the recommendations given by the Committee constituted for this purpose.

Name of Representative : _____

CNIC no: _____

Signature : _____

Seal of the company :

1.5 REVIEWING COMMITTEE

The following officials have reviewed the prequalification documents of the concerned firms.

S/NO	Name	Designation	Signature
1.	Mr. Muhammad Daniyal	Horticulturist /CBF/ Member	
3	Mr. Ronaq Zaidi	Cantonment Engineer/CBF/ Member	
4	Mr. Javaid Mehmood	Assistant Secretary/ CBF/ Member	
5	Mr. Naeem	OC Admin/ PAF Base/ Head Of Committee	

*Including cover page this document comprises of 10 pages.

1.6 Standard Operating Procedure of SOPS

1. PPRA rules 33
2. PPRA Rules 37
3. PPRA Rules 42 C
4. In case of any ambiguity the following clause of following laws are applicable,
 - a. Cantonment Act 1924, Pakistan
 - b. Contract Act 1872, Paksitan
 - c. PPRA Rules 2004 amended from time to time

**BEFORE SUBMISSION OF THE DOCUMENTS FOR
PREQUALIFICATION PLEASE READ THESE
DOCUMENTS CLEARLY.**

Name of Representative : _____

CNIC no: _____

Signature : _____

Seal of the company :



2 BIDDING DOCUMENT

FOR

**PROCUREMENT OF CONSERVANCY
VEHICLES/ MACHINERY FOR INHOUSE
MANAGEMENT OF SANITATION
CONSERVANCY VEHICLES**

(August, 2021)

**CANTONMENT BOARD, FAISAL
SHAH RAHE-E-FAISAL,
KARACHI**



CANTONMENT BOARD FAISAL

Shahrah e Faisal Karachi, Postal Code 75350

24/7 Helpline 021-34602764 Tel 021-99240525-7 Fax 021-99240526

Web www.cbf.com.pk, FB/Cantonment Board Faisal

2.1 NOTICE FOR BIDDING

SUBJECT: INSTRUCTION FOR FILING OF BIDS PROCUREMENT OF CONSERVANCY VEHICLES / MACHINERY AND INHOUSE MANAGEMENT OF SANITATION CONSERVANCY SERVICES

1. The Under signee invites bids from the firms that have been scrutinized after pre-qualification by the committee.
2. The Expected time Line of the project is as follow

a.	Advertisement/T.S No	TS457259E Dte 10-08-2021
b.	Date of Advertisement of RFP	11-08-2021
c.	Legal Provisions	PPRA rule 37 A & PPRA rule 42 C
d.	Name of items	Mentioned in Bid forum
e.	Bidding fee	5000 PKR
f.	Security Money	@ 3 % of whole bid to be returned after 6 months of delivery of complete fleet of vehicles
g.	Period of seeking of queries from CBF	14 days after publishing of advertisement 05-08-2021 to 20-08-2021
h.	Submission of Prequalification' documents & BIDS (in one stage two envelope)	27-08-2021 10:00 Am closing time
i.	Scrutiny of pre-qualification of Documents	27-08-2021 10:00 Am to 05:00 PM
j.	Opening of bids	30-08-2021 10:00 Am to 05:00 PM
k.	Declaration of Winner of Bidder	30-08-2021 05:00 PM
l.	Uploading of evaluation report or mailing to PPRA	30-08-2021 05:00 PM
m.	Execution of agreement with successful bidder	10-09-2021
n.	Payment of Token money/ Down payment in Case of installment as per the proposal approved.	0-15 days after execution of the agreement which may be verified as per CBF

3. RFP, Prequalification & bidding document can be seen on CBF & PPRA websites. After closing time mentioned in para 1 (h) non proposal will be entertained.

4. Bidding will be submitted on pattern of one stage two envelopes, the technical bids and financial bids will be submitted in two separate envelopes with clear labels on them which will be then enclosed in single envelope.
5. The firm that has submitted the unsolicited proposal will be not be required to go through pre-qualification process.
6. The bids of only those firms will be opened only who have successfully gone through pre-qualification.
7. Any proposal received in contravention of enabling provisions of PPRA rules, 2004 will be declared non responsive by the Board being procuring entity. Cantonment Board Faisal being procuring entity reserved the right to accept or reject any proposal on technical / administrative grounds under Rule 33(1) of PPRA Rules, 2004 (As amended up to date).

-sd-

Cantonment Executive Officer

Cantonment Board Faisal

2.2 Information & Instruction for bidder

2.2.1 Bidding Details

2.2.1.1 Way forward after prequalification

The firms that have qualified will be intimated on the same day of submission of the documents while the firms that could qualify will be given their bid documents will returned back un opened. The passing marks for prequalification are 80 percent of the port folios submitted as per chapter No 1.

2.2.1.2 Contract Period

The contract period of delivery of vehicles will be decided after scrutiny of the technical Proposal as per schedules.

2.2.1.3 Contract Renewal

Contract renewal will be solely lie with CBF for delivery of spare parts in case of international supplier only, when and if CBF deems it fit. While the company will be bound to execute the instructions of CBF as per requirement.

2.2.1.4 Future Purchases

As per clause 2.2.1.3.

2.2.1.5 Scope of Work

Following vehicles are required by CBF as per following BOQ, but the quantity may be varied by the committee as per their requirement.

S/No	Vehicle Name	Vehicle carriage Capacity	Quantity Required
1	Garbage truck	6 tons	06
2	Garbage truck	4 tons	14
3	Tractor auto Loader	395 HP	04
4	Tractor With Blade	395 HP	01
5	Tractor with Hydraulic trolley	395 HP	01
6	Tractor Mounted mechanical sweeper	395 HP	01
Grand Total			27

2.2.1.6 Meetings & Inspection

On the day of opening of bids, its compulsory for all the companies to bring along sample trucks/ HTVS/ for on ground inspection of the commodity by committee members and PHO & Workshop Supervisor of CBF.

2.2.1.7 Pricing To be made Part of Financial Bids enclosed separately

Financial Bid should be enclosed separately as per Annexure 3.2 with their delivery schedule of vehicles.

2.2.2 Submission Information (General Requirements)

1. The onus is on the proponent to show their knowledge, understanding and capacity to conduct the work outlined in RFP.
2. All information provided in response to this RFP should contain sufficient detail to support the proposed project.

3. Proposals will be assessed according to how well they assure the Cantonment Board Faisal's success in relation to the RFP requirements. The detail and clarity of the proposal will be considered indicative of contractor's expertise and competence.
4. Proposal must be delivered on due day and time.
5. Cutting and erasing at any time is not allowed, computer generated and printed proposals will be preferable rather than hand written.
6. Once a proposal is submitted it can not be edited or submitted, but any contractor can withdraw his proposal before the opening of bids.
7. The cantonment board reserves the rights to reject or accept any bid/ proposal.
8. Proposal are to remain firm for acceptance for a period of 120 days from closing time and date.
9. By submitting the proposal the contractor acknowledges and accepts all terms and conditions in this proposal solicitation document and all policies and procedures in the Standard operating procedure mentioned in section one subsection 6.

2.3 Evaluation

2.3.1 Evaluation Process

Evaluation of successful bidders will be done on the basis of single stage two envelope. First the technical bid will be opened only. Markings will be done on the basis of the requirement submitted by the contractor/ supplier along with visual inspection of the commodity by the committee. All technical and mechanical features should be mentioned properly as depicted in 3.1.

In case of all vehicles one year warranty or 100,000 KM running is must for all components, this parameter compulsory and non marks will be given to any company for this in financial and technical bids.

2.3.2 Evaluation Criteria

As per section 3.0

Evaluation criteria will be based on visual inspection and annexures in Section 3.0 .

2.3.3 Proposal Final Comparison & Best & Final Offer

Same as of Pre-Qualification the passing marks for technical bid is 70 percent, while the company that has submitted un-solicited proposal will be given 5 percent weightage in all parameters.

If the company that has submitted un-solicited proposal fails to succeed the bid in terms of being lowest bidder, then the firm that has submitted the un-solicited proposal shall be given a chance in negotiation to meet the lowest bid as per PPRA rule 37 of 2004 as amended from time to time.

2.4 Terms & Conditions For Bidding

2.4.1 Questions/ Agenda/Queries

All Question queries will be entertained till 24 hours before the dead line only.

2.4.2 Cancellation

Without assigning any reason CBF reserves the right to cancel the bidding process any time.

2.4.3 Rights reserved By Cantonment Board Faisal

The lowest proposal will not necessarily be accepted. The CBF reserve the rights to reject any proposal that doesn't meet with the criteria set forth by unsolicited proposal that is delivery of vehicles on easy payment schedule as per rule 37 of PPRA rules 2004 as amended from time to time.

2.4.4 Security Money:

Along with the financial bid the contractor or proponent shall submit 3 % of whole in bid in Liu of security money in form Bank Draft in name of Cantonment Board Faisal Karachi. The security money will be returned after one year or in minimum time as set forth in PPRA rules.

2.4.5 Spare parts

Its highlighted here with great emphasize that for the contractor/ proponent shall submitted certificate that the spare parts are available as per following criteria

- a. For local Manufacturers spare parts should be available on 1 day notice.
- b. For imported vehicles or contractor importing vehicles should submit surety certificate that the spare parts will be available on minimum 3 days and maximum 7 days' notice.

2.4.6 Arbitration

In case of any conflict, PCB will be the arbitrator and his decision shall stand final. In case the contractor violates this clause the contract shall stand rescinded.

All pages of this document shall be counter signed by the contractor.

2.4.7 Safety Requirements

2.4.7.1 Adhering to the requirement of Pakistan Environment Protection agency

Company should produce all certificate related to EPA requirements of HTV and shall submit their notarized photocopies to CBF.

Name of Representative : _____

CNIC no: _____

Signature : _____

Seal of the company :

2.5 Sample agreement

The draft of agreement may be modified by committee constituted by CBF with the permission of CEO as per requirement of proposal.

VEHICLE PURCHASE AGREEMENT

This **VEHICLE PURCHASE AGREEMENT** (the "**Agreement**") is made and entered into at Karachi dated _____ 2021

BY & BETWEEN

XXXXXXX.(hereinafter referred to as the "**Seller**" which expression shall, wherever the context so permits, also mean and include, its legal representatives, legal heirs, executors, administrators successors-in-interest, and permitted assigns), being party of the first part;

AND

M/s Faisal Cantonment Board having their principal place of official business at Shah Rah E Faisal Karachi, through hereinafter referred to as the "**Purchaser/Buyer**" which expression shall, wherever the context so permits, also mean and include its executors, administrators, legal representative, legal heirs, successors-in-interest and permitted assigns) of the other part.

(The Seller and Buyer shall hereinafter be collectively referred to as the "**Parties**")

RECITALS

A. Seller wishes to sell to Buyer and Buyer wishes to purchase from Seller, on the terms and subject to the conditions set forth herein, the assets of Seller described herein (such transaction herein referred to as the "**Acquisition**").

B. Seller and Buyer desire to make certain representations and warranties and other agreements in connection with the Acquisition.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale.

(a) On the terms and subject to the conditions set forth in this Agreement, Seller will sell, convey, transfer, assign and deliver to Buyer and Buyer will purchase and acquire from Seller on the date of this Agreement, all of Seller's right, title and interest in the vehicles mentioned in Article 1.1(b), ("**Vehicles**") free and clear of all liens, pledges, charges, claims, security interests or other encumbrances of any sort (collectively, "**Liens**").

(b) The Assets shall include, without limitation, all rights of Seller and, to the extent any such rights exist in the following vehicles:

1. 20 units of Dump Truck of capacity xxx cu.m mounted on Fuso Canter Chassis for lifting Garbage only as per the drawing attached. The Dump capacity has been designed in lieu of the garbage to be lifted. Any sand gravel, stone, or heavy solid material are not be engaged as the vessel capacity is not design to cater these materials.

Seller will not be responsible for any warranty, wear and tear if it does not comply with the lift of garbage as per the drawing attached.

In case of using material other than garbage, then the design capacity of load will be revised catering the vehicle GVW.

**Price : Pak Rupees xxxxxx.- unit Ex Karachi.
Pak Rupees xxxxxx /35 units ex Karachi.**

2. xxx units of Dump Truck mounted on Fuso FM65 Chassis for lifting Garbage only as per the drawing attached.
The Dump body has been designed to carry the load for garbage and any sand gravel, stone or heavy solid material not to be used, as the design has been developed in line of the requirement of CBF (i.e. Garbage).

Seller will not be responsible for any warranty, wear and tear if it does not comply with the lift of garbage as per the drawing attached.

**Price : Pak Rupees. xxxxxx.- unit ex plant Karachi.
Pak Rupees xxxxxx.- 8 units ex plant Karachi.**

3. 3 units of Mechanical sweeper as per the drawing attached.

Pak Rupees.xxxxxx- unit ex Karachi.
Pak Rupees xxxxxx.- units ex Karachi.

1.2 Assumption of Liabilities.

(a) Buyer shall assume and be responsible for liabilities arising after the date of handing over possession of the Vehicles. Buyer will severally indemnify and hold the Seller harmless from and against any and all losses, costs, expenses, claims, liabilities, deficiencies, judgments and damages including (reasonable attorneys' fees) incurred or suffered by Seller related to or arising out of the following: (1) any liability or obligation for any Taxes incurred or accrued by the Buyer for any period or any liability for Taxes of any person or entity attributable to the Vehicles for any period or portion of any period ending on or after the handing over the possession of the Vehicles; (2) any liability or obligation of the Buyer as a result of any legal or equitable action or judicial or administrative proceeding initiated in respect of any event or occurrence after the date of handing over of the Vehicles' possession and raised due to any act or omission of the Buyer or its employees, acting on behalf of the Buyer.

1.3 Consideration for Vehicles

(a) On the terms and subject to the conditions set forth in this Agreement, payment terms has been defined and agreed between the parties concern. payment for the transfer of first xxx number of Vehicles before the deliveries executed.

(Hereinafter referred to as the "Deposit"). The Seller has duly received the said sum and has issued a receipt thereof to the Buyer.

Payment terms.

- a. xxx percent total down payment along with purchase order
- b. xxx percent of the total value in the month of x-x- 2021
- c. xxx percent of the total value in the month of x-x- 2021
- d. xxxpercent of the total value in the month of x-x- 2021
- e. xxx percent of the total value in the month of x-x- 2021
- f. xxx percent of the total value in the month of x-x- 2021
- g. xxx percent of the total value in the month of x-x- 2021.

CBF will submit payment guarantee through first class Bank in favor of xxxx.

1.4 Delivery Time Period of Vehicles:

- a) Dump Trucks mounted on xxxx Chassis.
xxxx units in the month of xxxx complete in all respect.
Xx.xx units in the month of xxxx complete in all respect.
Xx.xx units in the month of xxxx compete in all respect.
- b) Dump Truck GVW 6Ton on xxxxx
xxx Units in the month of xxxx complete in all respect
xx units in the month of xxxxx complete in all respect.

ARTICLE II

CONFIDENTIALITY

The parties acknowledge and agree that the information contained in this agreement hereto is strictly confidential. Neither of the parties, nor their directors, employees, contractors, and/or agents, can disclose the same to any third party unless they are required by law to do so or have been directly authorized to disclose such information by the other party in writing.

**ARTICLE III
REPRESENTATIONS, WARRANTIES & COVENANTS.**

The Seller represents that each of the Seller's Warranty is accurate in all respects and is not misleading as at the date of signing.

4.1 Seller's Warranty.

(a) Warranty period of 100,000km or 2 years whichever comes first. It is a company duly organized, validly existing and in good standing under the laws of Pakistan and has all requisite powers and authority to sell the Vehicles;

(b) It has the necessary authority and power to enter into this Agreement and to carry out the transactions contemplated;

(c) It has all the necessary licenses, approval and permission from the relevant Governmental Authorities in Pakistan for undertaking the Seller's operation and that in this regard, all applicable legal, tax related and statutory requirements have been fully complied with;

(d) Its performance of the transactions contemplated hereby has been duly authorized by all necessary corporate action (where applicable), and no other action on its part is required in connection to it;

(e) There is no litigation or claim pending or threatened in respect of any of the

(f) Vehicles and that the Vehicles are free from any and all encumbrances

4.2 Seller's Undertakings/Covenants

(a) Seller shall promptly report Governmental action of any kind, actual or threatened, arising in connection with the Vehicles, which comes to its knowledge up to the date of the signing of the Agreement or even after the signing of the Agreement.

(b) Upon request, Seller shall furnish or cause to be furnished to Buyer, sufficient evidence of the authority of the persons who are to sign and execute this Agreement on behalf of the Seller or any other documents required or permitted to be taken or executed by or on behalf of the Seller hereunder;

(c) Seller shall be responsible for any and all expenses, legal costs, claims, liabilities to any third parties, fines, damages, penalties, taxes, and contingent liabilities, howsoever arising, related to the Vehicles before the date of the signing of the Agreement;

(d) Workshop / After Sales support.

1) xxxx will support with all after sales activities as agreed.

2) xxxx will provide training to all drivers and technicians.

3) xxxx will undertake a comprehensive and continuous Drivers/Technical training and evaluation program,

4.3 Buyer's Warranties

(a) Buyer represents and warrants to Seller that as at the date of signing of the Agreement, it is a business enterprise duly organized, validly existing and in good standing under the laws of Pakistan; and

(b) It has necessary authority and power to enter into this Agreement and to carry out the transactions contemplated hereby.

4.4 Buyer's undertaking

(a) Buyer shall bear the costs and expenses involved in securing the necessary governmental permits and approvals required in order to carry out the transactions contemplated hereby; and

(b) Buyer shall get vehicles registered at his own cost and expenses

- (c) Buyer will install proper tracking device in the vehicles and xxxx will facilitate for such services, however the cost will be on buyer's account.
- (d) Upon request, Buyer shall furnish or cause to be furnished to Seller, sufficient evidence of the authority of the persons who are to sign and execute this Agreement on behalf of the former or any other documents required or permitted to be taken or executed by or on behalf of the former hereunder

4.5 Mutual Undertakings/Covenants:

Both the parties shall:

- (a) Use all reasonably practicable measures available to them so as to prevent or mitigate any delay in the transfer of ownership and possession of the Vehicles; and
- (b) Except as expressly provided, cover their respective costs and expenses arising in connection with this Agreement and the transactions contemplated herein.
- (c) No other warranties except as expressly set forth herein. Seller and Buyer make no warranties or representations concerning their respective obligations under this Agreement.

**ARTICLE IV
LIMITATION OF LIABILITY**

Except as expressly set forth in this Agreement, neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages (including, without limitation, damages resulting from the loss of use, loss of profits, interruption or loss of business, lost goodwill, lost revenue and lost opportunities) arising out of any of the terms or conditions of this Agreement or with respect to their performance hereunder. Notwithstanding the foregoing, nothing herein shall limit or exclude any damages or claims to the extent that they: (i) arise out of a Party's obligations hereunder to indemnify the other Party for third party claims, or (ii) result from a Party's gross negligence or willful misconduct.

**ARTICLE V
FORCE MAJEURE**

Neither Party shall be liable for failure or delay in performance of its obligations hereunder to the extent that such failure or delay is caused by an act of God, act of a public enemy, terrorist attack, war, national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, explosion, flood, storm, earthquake or other catastrophe, accident, governmental acts or requirements of some other event, either similar or dissimilar to the foregoing, beyond the reasonable control of such Party; strictly to the extent that these prevent or delay the performance of the Parties' obligations under this Agreement.

If a Party's performance under this Agreement is affected by a force majeure event (as described above), such Party shall give prompt written Notice of such event to the other Party and shall at all times use its reasonable commercial efforts to mitigate the impact of the force majeure event on its performance under this Agreement. Upon the occurrence of a force majeure event that affects either or both Parties' ability to perform under this Agreement, the Parties agree to cooperate in good faith in order to resume the performance of this Agreement as soon as possible, regard being had to what can be considered commercially reasonable in the circumstances.

Notwithstanding anything to the contrary contained herein, in the event of force majeure event that is on-going for a period of thirty (30) calendar days, either Party shall have the right to terminate this Agreement by providing a Notice to this effect to the other Party

**ARTICLE VI
NOTICE**

Any notice served or required to be served in connection with this Agreement ("**Notice**") shall be:

- (a) in writing;
- (b) in English; and
- (c) Delivered by hand, by registered post or by courier using an internationally recognized courier company.

A Notice to the Buyer or Seller, as the case may be, shall be sent to the following address:

If to Buyer: CBF Shah Rah-E-Faisal, Karachi.

If to Seller: xxxxx

Either Party may at any time change the address it has provided above by sending a Notice to the other Party informing it of such a change.

A Notice shall be effective upon receipt and shall be deemed to have been received at the time of its delivery, if delivered by hand, registered post or courier

**ARTICLE VII
GOVERNING LAW, JURISDICTION AND LANGUAGE**

This Agreement and any dispute or claim (including non-contractual disputes or claims) (“Disputes”) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of Pakistan.

The Parties agree to submit any and all Disputes exclusively to arbitration. All Disputes shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (“Rules”) by three arbitrators appointed in accordance with the Rules, whereby each Party shall appoint an arbitrator, and both arbitrators shall appoint a third arbitrator, who shall be the Chairman.

If a Party fails to nominate an arbitrator, the appointment shall be made as per the Rules.

The award of the arbitrators shall be final and binding upon the Parties, and the Parties agree to renounce any right of appeal from the award.

The expenses of the arbitral proceeding and the fees of the arbitrators shall be advanced equally by the Parties. The arbitral award shall state which Party shall ultimately bear the expenses and fees, or in what proportion such expenses and fees shall be borne by each of the Parties. If a Party fails to comply with the arbitral award, such Party shall be liable for the payment of any resulting costs, including attorney’s fees, incurred by the other Party in a proceeding to enforce the award.

The set of the arbitration shall be Karachi, Pakistan and English shall be the language used for the arbitration. Any documents submitted for the purposes of any arbitration proceeding in a language other than English shall be translated into English.

If this Agreement is translated into any language other than English, the English Language text shall prevail.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Variation/Amendment

Except as otherwise provided herein, no modification, variation or amendment of any provision of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.

No Assignment

Except as expressly provided in this Agreement, neither Party may, unless with the prior written consent of the other Party, assign, grant any security interest over or otherwise transfer, in whole or in part, any of its rights and obligations under this Agreement.

Waiver

Any failure by a Party to insist upon the strict performance of any covenant or term of this Agreement shall not be construed as a waiver of that Party’s right to enforce the same against the other Party. It is further clarified that no waiver of any provision of this Agreement shall be effective unless in writing and signed by or on behalf of the waiving Party.

Third Party Rights

Save as expressly otherwise stated, this Agreement does not contain a stipulation in favor of a third party.

Invalidity/Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, in whole or in part, under any Law in any jurisdiction, such provision or part thereof shall to that extent be deemed not to form part of this Agreement, but the validity, legality or enforceability of the remainder of this Agreement shall not be affected.

If any invalid, illegal or unenforceable provision of this Agreement would be valid, enforceable and legal if some part of it were modified, such provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties. Should such modification not be possible, the Agreement shall be reformed, construed and enforced in the concerned jurisdiction(s) as if such invalid, illegal or unenforceable provision had never been contained herein?

No Partnership, Agency, etc.

Neither Party shall at any time or in any way represent itself as being a dealer, agent or other representative of the other Party or as having authority to assume or create obligations or act in any manner on behalf of the other Party. It is further clarified that this Agreement in no way evidences an intention to create a partnership, joint venture, and agency or franchise relationship.

Whole Agreement

The Documents embody the entire agreement and understanding between the Parties hereto as to their subject matter and supersede and pre-empt all previous understandings, agreements or representations by or among the Parties, written or oral, that may have related to the subject matter hereof in any way.

Counterparts

This Agreement may be executed in any number of counterparts each of which when executed by one or more of the Parties hereto shall continue an original but all of which shall constitute one and the same instrument.

Further Assurances

The Parties shall perform any acts, including executing any documents, that may be reasonably necessary to fully carry out the provisions and intent of this Agreement.

The Parties shall furnish or cause to be furnished to one another, sufficient evidence of the authority of the persons who shall sign and execute any other documents required or permitted to be taken or executed by the Parties under this Agreement.

Location of the Courts Having Jurisdiction

- District Courts of Karachi City
- Honorable Sindh High Court Karachi.

IN WITNESS WHEREOF the parties aforementioned have executed this agreement for sale on the date first above written.

M/s. XXXXXXXXXXXX (Pvt) Ltd
(PARTY OF THE SECOND PART)

President
XXXXXXXXXXXX
(PARTY OF THE FIRST PART)

Member
Cantonment Board Faisal

Witnessed By:

1. Name _____ CNIC No. _____ Address _____

1. Name _____ CNIC No. _____ Address _____

COUNTERSIGNED

**Cantonment Executive Officer
Faisal Cantonment**

2.6 Orientation to be given to Contractors by CBF Committee

Proper Orientation will be given to all participants by Assistant Secretary CBF for filling of Bidding documents for next four days from the date of Publishment of the advertisement for Request for Proposal (RFP).

3 Annexures

3.1 TECHNICAL BIDS 100.0 Marks (To be enclosed Separately)

3.1.1 Technical specifications 5.0 marks for each Parameter (visual inspection required)

In following paras each company should give detail count of all of the following parameters with their cost efficiency maintenance cost in long run and shelf life.

1. Chases Specification
2. Speciation & shelf life of tires provided
3. Steering specifications
4. Capacity Pay load
5. Body
6. Wheel Base
7. No of cylinders
8. Max engine output
9. Fuel tank capacity
10. Max graduality
11. No of wheels & gears
12. Overall length
13. Un laden curbed weight of original body
14. Type of gears and clutch plates etc
15. Certificate for metallurgical engineer regarding fabricated body for the alloy used and its tensile strength

All above paras will contribute 5 marks each

16. Load bearing capacity and specification and made of hydraulic (10 Marks)
17. Willing ness for delivery of vehicles on installments i.e., easy payment schedule without quoting of prices as it will be part of Financial bid (10 marks)

3.2 Financial Bids in light of lowest Bidder (To be enclosed Separately)

3.2.1 Financial Breakup Plan

3.2.2 Schedule of requirements

3.2.2.1 *Payment Schedule*

Easy payment schedule with 30-40 % down payment and remainder in installments. Example elaborated in the sample agreement depicted in Section 2.0 sub-section 5. In the technical proposal section payment schedule the willingness certificate regarding percentage and number of installment should be mention.

3.2.2.2 *Schedule of delivery*

Vehicles schedule to be submitted by contractor as per Section 2.0 subs-section 2.5.

3.2.2.3 *Sample*

For-example ABC will provide 123 vehicles with 30 percent down payment and remainder may kindly be given by CBF un 7 equal installments.

This subsection will depict the total Cost as per BOQ mentioned in 2.2.1.5 Scope of work and financial breakup plan with Capital to be paid by CBF in monthly brackets

1. Cost Break Up with unit Cost

a. Garbage truck (Option A)

Description	Total
Mini Dumper of 04 Tons on Mitsubishi Fuso Canter Euro II	xxxxxx
Quantity	1
Total	xxxxxx

Payment Plan	Percentage	Value
In the month of July-21	30%	xxxxxx
Aug-2021	10%	xxxxxx
Sept-2021	10%	xxxxxx
Oct-2021	10%	xxxxxx
Nov-2021	10%	xxxxxx
Dec-2021	10%	xxxxxx
Jan-2022	10%	xxxxxx
Feb-2022	10%	xxxxxx

b. Garbage truck (Option B)

Description	Total
Mini Dumper of 06 Tons on Mitsubishi Fuso Canter Euro II	xxxxxx
Quantity	1
Total	xxxxxx

Payment Plan	Percentage	Value
In the month of July-21	30%	xxxxxx
Aug-2021	10%	xxxxxx
Sept-2021	10%	xxxxxx
Oct-2021	10%	xxxxxx
Nov-2021	10%	xxxxxx
Dec-2021	10%	xxxxxx
Jan-2022	10%	xxxxxx
Feb-2022	10%	xxxxxx

c. Mechanical sweeper

Description	Total
Mechanical Sweeper on Mitsubishi Fuso Canter Euro II	xxxxxx
Quantity	1
Total	xxxxxx

d. Tractors etc

2. Schedule of Payment

Payment Plan	Percentage	Value
In the month of July-21	30%	xxxxxx
Aug-2021	10%	xxxxxx
Sept-2021	10%	xxxxxx
Oct-2021	10%	xxxxxx

Nov-2021	10%	xxxxxx
Dec-2021	10%	xxxxxx
Jan-2022	10%	xxxxxx
Feb-2022	10%	xxxxxx