



CANTONMENT BOARD CLIFTON

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Website: www.cbc.gov.pk



No. CBC/Sanitation/17903

Dated the 11th June, 2021

To,

Dy Director,
Public Procurement Regulatory Authority,
1st Floor, FBC Building near State Bank,
Sector G-2, Islamabad

Subject: CONTRACT AWARD PROFORMA.

Please find enclosed herewith Contract Award Proforma I & II for procurement of conservancy vehicles / machinery for providing conservancy services in Cantonment Board Clifton area of jurisdiction through Direct Procurement Method under rule 42(c) (vii) of PPRA Rules 2004 (as amended upto date) followed by evaluation report uploaded at PPRA website vide EV33944 dated 21-04-2021.

Enclosed: (As stated above)

DY. CANTT: EXECUTIVE OFFICER
CLIFTON CANTONMENT

Copy to:

1. Master File

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)

CONTRACT AWARD PROFORMA - I

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services and Goods Worth Fifty Million or More

- NAME OF THE ORGANIZATION/DEPTT. Cantonment Board Clifton
- FEDERAL / PROVINCIAL GOVT. Autonomous Body
- TITLE OF CONTRACT Procurement of Conservancy Vehicles / Machinery for Cantonment Board Clifton
- TENDER NUMBER Direct Procurement Method under rule 42(c) (vii) of PPRA Rules 2004 (as amended upto date)
- BRIEF DESCRIPTION OF CONTRACT Procurement of Vehicles
- TENDER VALUE Direct Procurement Method under rule 42(c) (vii) of PPRA Rules 2004 (as amended upto date)
- ENGINEER'S ESTIMATE N.A
(for civil Works only)
- ESTIMATED COMPLETION PERIOD 04 months (as per schedule provided in contract agreement)
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Yes / No ✓
- ADVERTISEMENT :
 - (i) PPRA Website Yes / No ✓
(Federal Agencies) (If yes give date and PPRA's tender number)
 - (ii) News Papers Yes / No ✓
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) Direct Procurement Method under rule 42(c) (vii) of PPRA Rules 2004 (as amended upto date)
- NATURE OF PURCHASE ✓ Local / International
- EXTENSION IN DUE DATE (If any) Yes / No ✓

➤ NUMBER OF TENDER DOCUMENTS SOLD Direct Procurement Method
under rule 42(c) (vii) of PPRA Rules 2004 (as amended upto date)
(Attach list of Buyers)

➤ WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS _____ Yes / No ✓
(If yes enclose a copy).

➤ WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS _____ Yes / No ✓
(If yes enclose a copy).

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE _____
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. _____
- c) TWO STAGE BIDDING PROCEDURE. _____
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE. _____
- e) Direct Contracting under rule 42(c)(vii) of the PPRA Rules 2004

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS
ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT
CONTRACTING, NEGOTIATED TENDERING ETC.)

- WHO IS THE APPROVING AUTHORITY _____

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED
FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.

➤ NUMBER OF BIDS RECEIVED Direct Procurement Method under rule 42(c)
(vii) of PPRA Rules 2004 (as amended upto date)

WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER ___ Yes ✓ / No

WHETHER INTEGRITY PACT WAS SIGNED _____ Yes / No ✓

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)

CONTRACT AWARD PROFORMA - II

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services & Goods Worth Fifty Million Rupees or More

➤ **NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Direct Procurement Method under rule 42(c) (vii) of PPRA Rules 2004 (as amended upto date)**

➤ **NAME AND ADDRESS OF THE SUCCESSFUL BIDDER** M/S. FUSO
MASTER MOTORS (PVT) LTD

➤ **RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID).**

➤ **NEED ANALYSIS (Why the procurement was necessary?)** for procurement of vehicles in Cantonment Area for the financial year 2020-21

➤ **IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)** No

➤ WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS _____ Yes ✓ / No

➤ DATE OF CONTRACT SIGNING 30-04-2021
(Attach a copy of agreement)

➤ CONTRACT AWARD PRICE 354.685 (M)

➤ WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS _____ Yes ✓ / No
(Attach copy of the bid evaluation report)

➤ ANY COMPLAINTS RECEIVED _____ Yes / No ✓
(If yes result thereof)

➤ ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS _____ Yes / No ✓
(If yes give details)

➤ DEVIATION FROM QUALIFICATION CRITERIA _____ Yes / No ✓
(If yes give details)

➤ SPECIAL CONDITIONS, IF Any
(Give Brief Description)

**PROCEEDING OF THE COMMITTEE CONSTITUTED BY THE
PRESIDENT CANTONMENT BOARD CLIFTON UNDER SECTION 25
OF THE CANTONMENTS ACT, 1924**

VIDE OFFICE NOTE NO. CBC/SANITATION/ 204 DATED 01-04-2021

Subject:- **PROCUREMENT OF CONSERVANCY VEHICLES / MACHINERY FOR
CANTONMENT BOARD CLIFTON.**

Reference/Authority: Office Note No.CBC/Sanitation/128 dated 24-12-2020, No.165-A dated 08-03-2021, No.CBC/Sanitation/183 dated 22-03-2021, No. CBC/Sanitation/ 204 dated 01-04-2021, and Rule 42(c) (vii) of PPRA Rules 2004 (as amended upto date).

2. It is submitted that after expiry of contractual period of five conservancy contracts on 31-12-2020, approval for the direct contracting with M/s Nisar Jan & Co and M/s Amir Sawab & Brothers (Pvt) Ltd to the extent of fifteen (15) percent of the original contracts under rule 42 (c) (iv) of the PPRA Rules 2004 (as amended upto date) was accorded by the PCB under section 25 of the Cantonments Act, 1924 vide Office Note No.CBC/Sanitation/128 dated 24-12-2020. The said extended period is going to expire on 15-04-2021.

3. In the wake of avoiding audit objection like DP No.S-196/2020-21 and as directed by the PCB & Garrison Headquarters, all the bids for hiring of conservancy services through contractors have been rejected by the PCB under rule 33 of the PPRA Rules, 2004 (As amended upto date) under section 25 of the Cantonments Act, 1924 vide Office Note No.165-A dated 08-03-2021.

4. Subsequently as a stop gap arrangement and for the continuation of essential conservancy services departmentally as desired by the President Cantonment Board Clifton, the rates for hiring of vehicles / machinery for two months have also been approved by the PCB under Section 25 of the Cantonments Act, 1924 vide Office Note No.CBC/Sanitation/183 dated 22-03-2021. Contingent labour and provision of POL to the hired vehicles have also been approved by the PCB accordingly.

5. Afterwards, on the directions of Garrison HQs and as desired by the President Cantonment Board Clifton, it has been decided to provide conservancy services in Clifton Cantonment Area departmentally on permanent basis. Therefore, PCB has directed to procure conservancy vehicles on urgent basis directly from manufacturers / authorized dealers under rule 42(c) (vii) of PPRA Rules 2004 (as amended upto date) for which a committee comprising the following members was constituted by the PCB under section 25 of the Cantonments Act, 1924 vide Office Note No. 204 dated 01-04-2021:-

- 1) Dr. Muhammad Rizwan, Dy: CEO, CBC
- 2) Maj. Faheem, (DAAG), Sta HQs Kci
- 3) Mr. Sajjad Nazir, Assistant Secretary-II, CBC
- 4) Mr. Liaquat Ali, Chief Pubic Health Officer, CBC
- 5) Mr. Imran Khan, ACE, CBC

6. For the purposes of procurement of conservancy vehicles / fleet directly from the original manufacturers / authorized dealers under Rule 42(c) (vii) of PPRA rules 2004 (as amended upto date), we the committee members perused the requirements thoroughly.

7. Keeping in view the demand, we the committee members explored the automobile market to find the technically / mechanically best fleet most consistent with the CBC's required fleet / vehicles. The detail of minimum required vehicles separated mainly in two parts i.e. (i) trucks / dumpers with different fabrications (ii) Tractors with different accessories / fabrication is as under:-

(i) **Trucks / dumpers with different fabrication**

S. No.	Description	Quantity
01.	Dumper with approx 06 tons capacity	35
02.	Dumper with approx 20 tons capacity	08
03.	Truck Mounted Mechanical Sweeper	03

(ii) Tractors with different accessories

S. No.	Description	Quantity
01.	Tractor with Front End Loader	12
02.	Tractor with Front Blade heavy duty	08
03.	Tractor with Hydraulic Trolley & Front End Loader	06
04.	Mechanical Road Sweeper	03
05.	Broomer	02
06	Tractor with Hydrostatic Power	01

8. There were the following two major considerations before the Committee for selection of company / firm for the said procurement:-

- (i) **PAYMENT SCHEDULE:** Due to Budgetary constraints Cantonment Board Clifton will not pay the whole amount in lump sum, therefore, option for payment of minimum amount as down payment and remaining in monthly installments shall be given preference without compromising technical / mechanical specifications of the fleet.
- (ii) **DELIVERY TIME:** The fleet has been hired for 02 months extendable for further two similar terms. Therefore, preference shall be given to such company / firm which will offer delivery of required fleet in minimum possible time i.e. upto 04 months without compromising technical / mechanical specifications of the fleet.

9. It is pertinent to mention here that the cost benefit analysis of the above mentioned switch over from outsourcing to get the conservancy services done departmentally has also been carried out. Conservancy contractors were being paid @ Rs. 52.470 million per month thus total amount paid is Rs. 1079.737 Million in last 27 months (01-01-2018 to 12-04-2021). As a matter of fact, after expiry of period of conservancy contract, this office has hired vehicles for conservancy services @ Rs. 13.00 Million per month. Cantonment Board Clifton would have its own fleet and resources within the cost being paid to the contractor for hiring of vehicles within 07 months from the date of purchase order. It is also important to mention here that CBC would save sales tax on services by providing the conservancy services departmentally instead of outsourcing of the same.

10. Consequently, following four companies / firms were approached to obtain the best solution with regard to technical / mechanical specifications, payment mode keeping in view the lump sum funds to be made available with the Cantonment Board Clifton for the procurement and most importantly delivery time:-

1. M/s. Hino Motors Limited
2. M/s. Isuzu, Ghandhara Industries Limited
3. M/s. Fuso Master Motors (Pvt) Ltd
4. M/s. Millat Tractors Limited

11. The quotations received from the companies / firms mentioned at serial No. (i) to (iii) above for procurement of Truck Mounted Mechanical Sweeper, Dumper with approx 20 tons capacity & Dumper with approx 06 tons capacity have been scrutinized in detail. The comparison of specifications, Engine power (HP), warranty, cost, delivery time and payment schedule is given as under:-

<u>COMPARISON OF BIG DUMPER</u>				
		MITSUBISHI	HINO	ISUZU
S.No	Description	FM-65 (6x2)	FG8J (4x2)	FVR-90 (6x2)
1	HP	240 HP	240 HP	210 HP
2	EURO	Euro III	Euro II	Euro II
3	WARRANTY	100,000 KM or 02 Years	100,000 KM or 01 Year	100,000 KM or 01 Year
4	CYLINDERS	06 Cylinders	06 Cylinders	04 Cylinders

5	CBM	24 CBM	7.79 CBM	11 CBM
6	DELIVERY	04 Months	07 to 08 Months	04 to 06 Months
7	PAYMENT STRUCTURE	30% in Advance & 10% Per Month	100 % in Advance	100 % in Advance
8	PRICE	13,795,000/-	15,555,000/-	13,809,278/-
COMPARISON OF SMALL DUMPER				
		MITSUBISHI	HINO	ISUZU
S.No	Description	CANTER	DUTRO	NPR66
1	HP	136 HP	130 HP	120 HP
2	EURO	Euro II	Euro II	Euro I
3	WARRANTY	100,000 KM or 02 Years	100,000 KM or 01 Year	100,000 KM or 01 Year
4	CBM	10.3 CBM	6.8 CBM	4.7 CBM
5	DELIVERY	04 Months	07 to 08 Months	04 to 06 Months
6	PAYMENT STRUCTURE	30% in Advance & 10% Per Month	100 % in Advance	100 % in Advance
7	PRICE	5,575,000/-	8,750,000/-	6,400,331/-
COMPARISON OF MECHANICAL SWEEPER				
		MITSUBISHI	HINO	ISUZU
S.No	Description	CANTER	DUTRO	NPR66
1	HP	136 HP	130 HP	NPR66PU
2	EURO	Euro II	Euro II	Euro I
3	WARRANTY	100,000 KM or 02 Years	100,000 KM or 01 Year	100,000 KM or 01 Year
4	DELIVERY	04 Months	07 to 08 Months	4 to 6 Months
5	PAYMENT STRUCTURE	30% in Advance & 10% Per Month	100 % in Advance	100 % in Advance
6	PRICE	16,400,000/-	18,050,000/-	18,500,000/-

12. From the perusal of above comparison, the most suitable solution would be the procurement of vehicles (trucks / dumpers alongwith fabrication) from M/s. Fuso Master Motors (Pvt) Ltd as they have offered the lowest price. The payment schedule is also flexible and most suited for Cantonment Board Clifton as they have offered 30% advance with seven equal monthly installments without interest for which they only require Bank guarantee. Moreover, they have also assured to deliver the fleet within 4 months.

13. As far as procurement of tractors alongwith front end loaders, heavy duty blades, trollies, Mechanical Road Sweeper, Broomer & Tractor with Hydrostatic Power is concerned, it is appropriate to procure the same directly from M/s. Millat Tractors Limited under rule 42(c)(vii) of PPRA rules, 2004 (as amended upto date).

14. The quotation received from M/s. Millat Tractors Limited is as under:-

Description	Base Price Ex - Factory Lahore (Rs.)	GST %	GST (Rs.)	Cost Per Unit Ex - Factory Lahore (Rs.)	Freight & Insurance Charges (Per Set)	Total Qty.	Total Cost Ex - Karachi (Rs.)
Millat's Agricultural Tractor Model MF- 360 2WD (60 HP) with Standard Tool Kit	1,140,000	5%	57,000	1,197,000.00	60000	6	Product Cost: 13,466,997.42 Freight Cost:
Hydraulic Tipping Trolley (8 Ton)	687,905	5%	34,395	722,300.25			
Front End Loader (for MF-360)	274,952	5%	13,748	288,700.00			

Pintle Hook (Necessary for attachment of Trolley)	19,487	17%	3,313	22,799.79			360,000.00
Sun Shade	11,709	17%	1,991	13,699.53			
Total (A)				2,244,499.57			13,826,997
Millat's Agricultural Tractor Model MF- 385 2WD (85 HP) with Standard Tool Kit	1,508,000	5%	75,400	1,583,400.00			Product Cost:
Front Blade (for MF-385 2WD)	129,524	5%	6,476	136,000.20	40,000	8	14,047,196.16
Pintle Hook (Necessary for attachment of Trolley)	19,487	17%	3,313	22,799.79			Freight Cost:
Sun Shade	11,709	17%	1,991	13,699.53			320,000.00
Total (B)				1,755,899.52			14,367,196
Millat's Agricultural Tractor Model MF- 385 2WD (85 HP) with Standard Tool Kit	1,508,000	5%	75,400	1,583,400.00			Product Cost:
Front End Loader (Commercial) for MF-385-2wd	687,143	5%	34,357	721,500.15	46000	12	28,096,793.64
Pintle Hook (Necessary for attachment of Trolley)	19,487	17%	3,313	22,799.79			Freight Cost:
Sun Shade	11,709	17%	1,991	13,699.53			552,000.00
Total (C)				2,341,399.47			28,648,794
Millat's Agricultural Tractor Model MF-360 2WD (60 HP) with Standard Tool Kit	1,140,000	5%	57,000	1,197,000	30,000	1	Product Cost: 5,530,099.90
Front Toed Mechanical Road Sweeper	1,250,476	5%	62,524	1,312,999.80	15,000	3	Freight Cost: 95,000.00
Rotary Broomer Tractor Driven 8 Ft, front mounted	168,419	17%	28,631	197,050.23	10,000	2	
Total (D)				2,707,050.03			5,625,100
Grand Total (A+B+C+D)							62,468,087

15. In view of the above, we the committee members consider it appropriate to procure the truck / dumper related vehicles alongwith fabrications from M/s. Fuso Master Motors (Pvt) Ltd and tractors alongwith accessories i.e. front end loader, blades, hydraulic trollies, Mechanical Road Sweeper, Broomer & Tractor from M/s. Millat Tractors Limited under rule 42(c) (vii) of the PPRA Rules 2004 (as amended upto date) as per following details:-

A) M/s. Fuso Master Motors (Pvt) Ltd

S. No.	Description	Quantity	Amount with GST / unit	Total Amount
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01.	10.3CBM Dumper mounted on Mitsubishi Fuso Canter Euro II Chasis for Garbage Collection.	35	Rs. 5,575,000/-	Rs. 195,125,000/-
02.	24CBM Dumper mounted on Mitsubishi Fuso FM-65 6x2 (240hp) Euro III with AC. For Garbage Collection.	08	Rs. 13,795,000/-	Rs. 110,360,000/-
03.	Mechanical Sweeper mounted on Mitsubishi Fuso Canter Euro II Chasis.	03	Rs. 16,400,000/-	Rs. 49,200,000/-
Total		46	Rs. 35,770,000/-	Rs. 354,685,000/-

DELIVERY PLAN

Month	10.3CBM Dumper, for Garbage Collection & Mechanical Sweeper	24CBM Dumper For Garbage Collection.	Total Unit
May, 2021	10	03	13
June, 2021	10	03	13
July, 2021	10	02	12
Aug, 2021	5 + 3	00	08
Total	38	08	46

Payment Schedule:-

1 st Week of April, 2021	Rs. 106,405,500/-
May, 2021	Rs. 35,468,500/-
June, 2021	Rs. 35,468,500/-
July, 2021	Rs. 35,468,500/-
August, 2021	Rs. 35,468,500/-
September, 2021	Rs. 35,468,500/-
October, 2021	Rs. 35,468,500/-
November, 2021	Rs. 35,468,500/-
Total	Rs. 354,685,000/-

B) M/s. Millat Tractors Limited

Description	Base Price Ex - Factory Lahore (Rs.)	GST % Age	GST (Rs.)	Cost Per Unit Ex - Factory Lahore (Rs.)	Freight & Insurance Charges (Per Set)	Total Qty.	Total Cost Ex - Karachi (Rs.)
Millat's Agricultural Tractor Model MF- 360 2WD (60 HP) with Standard Tool Kit	1,140,000	5%	57,000	1,197,000.00	60000	6	Product Cost:
Hydraulic Tipping Trolley (8 Ton)	687,905	5%	34,395	722,300.25			13,466,997.42

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Total (A)				2,244,499.57			13,826,997
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Total (D)				2,707,050.03			5,625,100
Grand Total (A+B+C+D)							62,468,087

DELIVERY TIME

Within 08 to 10 weeks from realization of payment in MTL account, with confirmed order.

PAYMENT METHOD

20% down payment and 80% Balance payment to be deposited before delivery of order from factory premises Lahore.

The case may please be placed before the Board / consideration under section 25 of the Cantonments Act, 1924 keeping in view of the urgency of the matter at hand.

17. After approval of above mentioned most advantageous bids by the Board / PCB under section 25 of the Cantonments Act 1924, the evaluation report of the said procurements shall be announced as per rule 35 of the PPRA Rules, 2004 (as amended upto date) and the procurement contract shall be awarded after 10 days of the announcement of the evaluation report. Moreover, after procurement contract, copies of agreements shall be furnished to the NAB as required under section 33B of National Accountability Ordinance (XVIII of 1999).



Dr. Muhammad Rizwan
Dy. CEO, CBC



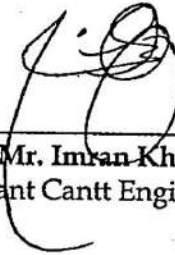
Major Faheem Khan
(DAAG), Sta HQs Kci



Mr. Sajjad Nazir
Assistant Secretary, CBC



Mr. Liaquat Ali
Chief Public Health Officer, CBC



Mr. Imran Khan
Assistant Cantt Engineer, CBC



CANTONMENT BOARD CLIFTON

CC-38, Street 10, Kh-e-Rahat, Phase-VI, DHA, Karachi-75500
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Website: www.cbc.gov.pk

No.CBC/Sanitation/206

Dated the 15th April, 2021

OFFICE NOTE UNDER SECTION 25 OF THE CANTONMENTS ACT, 1924

Subject: PROCUREMENT OF CONSERVANCY VEHICLES / MACHINERY FOR CANTONMENT BOARD CLIFTON.

Reference/Authority: Section 25 of the Cantonments Act 1924, Office Note No.CBC/Sanitation/128 dated 24-12-2020, No.165-A dated 08-03-2021, No.CBC/Sanitation/183 dated 22-03-2021, No. CBC/Sanitation/ 204 dated 01-04-2021, Rule 42(c) (vii) of PPRA rules 2004 (as amended upto date) and meeting of the committee constituted vide office Note No. 204 dated 01-04-2021 held on 12-04-2021.

2. It is submitted that a committee was constituted by the President Cantonment Board under section 25 of the Cantonments Act, 1924 vide Office Note No. 204 dated 01-04-2021 for obtaining the quotations directly from renowned manufactures of vehicles (M/s. Isuzu, Hino, Master Motors etc) and prepare comparative analysis regarding price, delivery time, keeping in view of the urgency of the procurement, mode of payment, keeping in view of the funds available with the Cantonment Board Clifton, warranty etc.

3. Now, the committee has furnished the detailed report alongwith recommendations. The proceeding of the committee is reproduced hereunder for perusal please:-

**PROCEEDING OF THE COMMITTEE CONSTITUTED BY THE
PRESIDENT CANTONMENT BOARD CLIFTON UNDER SECTION 25
OF THE CANTONMENTS ACT, 1924
VIDE OFFICE NOTE NO. CBC/SANITATION/ 204 DATED 01-04-2021**

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2. Maj. Faheem, (DAAG), Sta HQs Kci
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4. Mr. Liaquat Ali, Chief Pubic Health Officer, CBC
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6. For the purposes of procurement of conservancy vehicles / fleet directly from the original manufacturers / authorized dealers under Rule 42(c) (vii) of PPRA rules 2004 (as amended upto date), we the committee members perused the requirements thoroughly.

7. Keeping in view the demand, we the committee members explored the automobile market to find the technically / mechanically best fleet most consistent with the CBC's required fleet / vehicles. The detail of minimum required vehicles separated mainly in two parts i.e. (i) trucks / dumpers with different fabrications (ii) Tractors with different accessories / fabrication is as under:-

(i) **Trucks / dumpers with different fabrication**

S. No.	Description	Quantity
01.	Dumper with approx 06 tons capacity	35
02.	Dumper with approx 20 tons capacity	08
03.	Truck Mounted Mechanical Sweeper	03

(ii) **Tractors with different accessories**

S. No.	Description	Quantity
01.	Tractor with Front End Loader	12
02.	Tractor with Front Blade heavy duty	08
03.	Tractor with Hydraulic Trolley & Front End Loader	06
04.	Mechanical Road Sweeper	03
05.	Broomer	02
06	Tractor with Hydrostatic Power	01

8. There were the following two major considerations before the Committee for selection of company / firm for the said procurement:-

- (i) **PAYMENT SCHEDULE:** Due to Budgetary constraints Cantonment Board Clifton will not pay the whole amount in lump sum, therefore, option for payment of minimum amount as down payment and remaining in monthly installments shall be given

preference without compromising technical / mechanical specifications of the fleet.

- (ii) **DELIVERY TIME:** The fleet has been hired for 02 months extendable for further two similar terms. Therefore, preference shall be given to such company / firm which will offer delivery of required fleet in minimum possible time i.e. upto 04 months without compromising technical / mechanical specifications of the fleet.

9. It is pertinent to mention here that the cost benefit analysis of the above mentioned switch over from outsourcing to get the conservancy services done departmentally has also been carried out. Conservancy contractors were being paid @ Rs. 52.470 million per month thus total amount paid is Rs. 1079.737 Million in last 27 months (01-01-2018 to 12-04-2021). As a matter of fact, after expiry of period of conservancy contract, this office has hired vehicles for conservancy services @ Rs. 13.00 Million per month. Cantonment Board Clifton would have its own fleet and resources within the cost being paid to the contractor for hiring of vehicles within 07 months from the date of purchase order. It is also important to mention here that CBC would save sales tax on services by providing the conservancy services departmentally instead of outsourcing of the same.

10. Consequently, following four companies / firms were approached to obtain the best solution with regard to technical / mechanical specifications, payment mode keeping in view the lump sum funds to be made available with the Cantonment Board Clifton for the procurement and most importantly delivery time:-

1. M/s. Hino Motors Limited
2. M/s. Isuzu, Ghandhara Industries Limited
3. M/s. Fuso Master Motors (Pvt) Ltd
4. M/s. Millat Tractors Limited

11. The quotations received from the companies / firms mentioned at serial No. (i) to (iii) above for procurement of Truck Mounted Mechanical Sweeper, Dumper with approx 20 tons capacity & Dumper with approx 06 tons capacity have been scrutinized in detail. The comparison of specifications, Engine power (HP), warranty, cost, delivery time and payment schedule is given as under:-

<u>COMPARISON OF BIG DUMPER</u>				
		MITSUBISHI	HINO	ISUZU
S.No	Description	FM-65 (6x2)	FG8J (4x2)	FVR-90 (6x2)
1	HP	240 HP	240 HP	210 HP
2	EURO	Euro III	Euro II	Euro II
3	WARRANTY	100,000 KM or 02 Years	100,000 KM or 01 Year	100,000 KM or 01 Year
4	CYLINDERS	06 Cylinders	06 Cylinders	04 Cylinders
5	CBM	24 CBM	7.79 CBM	11 CBM
6	DELIVERY	04 Months	07 to 08 Months	04 to 06 Months
7	PAYMENT STRUCTURE	30% in Advance & 10% Per Month	100 % in Advance	100 % in Advance
8	PRICE	13,795,000/-	15,555,000/-	13,809,278/-
<u>COMPARISON OF SMALL DUMPER</u>				
		MITSUBISHI	HINO	ISUZU
S.No	Description	CANTER	DUTRO	NPR66
1	HP	136 HP	130 HP	120 HP
2	EURO	Euro II	Euro II	Euro I
3	WARRANTY	100,000 KM or 02 Years	100,000 KM or 01 Year	100,000 KM or 01 Year

4	CBM	10.3 CBM	6.8 CBM	4.7 CBM
5	DELIVERY	04 Months	07 to 08 Months	04 to 06 Months
6	PAYMENT STRUCTURE	30% in Advance & 10% Per Month	100 % in Advance	100 % in Advance
7	PRICE	5,575,000/-	8,750,000/-	6,400,331/-
COMPARISON OF MECHANICAL SWEEPER				
S.No	Description	MITSUBISHI	HINO	ISUZU
1	HP	CANTER	DUTRO	NPR66
2	EURO	136 HP	130 HP	NPR66PU
3	WARRANTY	Euro II	Euro II	Euro I
4	DELIVERY	100,000 KM or 02 Years	100,000 KM or 01 Year	100,000 KM or 01 Year
5	PAYMENT STRUCTURE	04 Months	07 to 08 Months	4 to 6 Months
6	PRICE	30% in Advance & 10% Per Month	100 % in Advance	100 % in Advance
		16,400,000/-	18,050,000/-	18,500,000/-

12. From the perusal of above comparison, the most suitable solution would be the procurement of vehicles (trucks / dumpers alongwith fabrication) from M/s. Fuso Master Motors (Pvt) Ltd as they have offered the lowest price. The payment schedule is also flexible and most suited for Cantonment Board Clifton as they have offered 30% advance with seven equal monthly installments without interest for which they only require Bank guarantee. Moreover, they have also assured to deliver the fleet within 4 months.

13. As far as procurement of tractors alongwith front end loaders, heavy duty blades, trollies, Mechanical Road Sweeper, Broomer & Tractor with Hydrostatic Power is concerned, it is appropriate to procure the same directly from M/s. Millat Tractors Limited under rule 42(c)(vii) of PPRA rules, 2004 (as amended upto date).

14. The quotation received from M/s. Millat Tractors Limited is as under:-

Description	Base Price Ex - Factory Lahore (Rs.)	GST % Age	GST (Rs.)	Cost Per Unit Ex - Factory Lahore (Rs.)	Freight & Insurance Charges (Per Set)	Total Qty.	Total Cost Ex - Karachi (Rs.)
Millat's Agricultural Tractor Model MF- 360 2WD (60 HP) with Standard Tool Kit	1,140,000	5%	57,000	1,197,000.00	60000	6	Product Cost:
Hydraulic Tipping Trolley (8 Ton)	687,905	5%	34,395	722,300.25			13,466,997.42
Front End Loader (for MF-360)	274,952	5%	13,748	288,700.00			Freight Cost:
Pintle Hook (Necessary for attachment of Trolley)	19,487	17%	3,313	22,799.79			360,000.00
Sun Shade	11,709	17%	1,991	13,699.53			
Total (A)				2,244,499.57			13,826,997
Millat's Agricultural Tractor Model MF- 385 2WD (85 HP) with Standard Tool Kit	1,508,000	5%	75,400	1,583,400.00	40,000	8	Product Cost:

Front Blade (for MF-385 2WD)	129,524	5%	6,476	136,000.20			14,047,196.16
Pintle Hook (Necessary for attachment of Trolley)	19,487	17%	3,313	22,799.79			Freight Cost:
Sun Shade	11,709	17%	1,991	13,699.53			320,000.00
Total (B)				1,755,899.52			14,367,196
Millat's Agricultural Tractor Model MF- 385 2WD (85 HP) with Standard Tool Kit	1,508,000	5%	75,400	1,583,400.00			Product Cost:
Front End Loader (Commercial) for MF-385-2wd	687,143	5%	34,357	721,500.15	46000	12	28,096,793.64
Pintle Hook (Necessary for attachment of Trolley)	19,487	17%	3,313	22,799.79			Freight Cost:
Sun Shade	11,709	17%	1,991	13,699.53			552,000.00
Total (C)				2,341,399.47			28,648,794
Millat's Agricultural Tractor Model MF-360 2WD (60 HP) with Standard Tool Kit	1,140,000	5%	57,000	1,197,000	30,000	1	Product Cost: 5,530,099.90
Front Toed Mechanical Road Sweeper	1,250,476	5%	62,524	1,312,999.80	15,000	3	Freight Cost: 95,000.00
Rotary Broomer Tractor Driven 8 Ft, front mounted	168,419	17%	28,631	197,050.23	10,000	2	
Total (D)				2,707,050.03			5,625,100
Grand Total (A+B+C+D)							62,468,087

15. In view of the above, we the committee members consider it appropriate to procure the truck / dumper related vehicles alongwith fabrications from M/s. Fuso Master Motors (Pvt) Ltd and tractors alongwith accessories i.e. front end loader, blades, hydraulic trollies, Mechanical Road Sweeper, Broomer & Tractor from M/s. Millat Tractors Limited under rule 42(c) (vii) of the PPRA Rules 2004 (as amended upto date) as per following details:-

A) M/s. Fuso Master Motors (Pvt) Ltd

S. No.	Description	Quantity	Amount with GST / unit	Total Amount
01.	10.3CBM Dumper mounted on Mitsubishi Fuso Canter Euro II Chasis for Garbage Collection.	35	Rs. 5,575,000/-	Rs. 195,125,000/-
02.	24CBM Dumper mounted on Mitsubishi Fuso FM-65 6x2 (240hp) Euro III with AC. For Garbage Collection.	08	Rs. 13,795,000/-	Rs. 110,360,000/-
03.	Mechanical Sweeper mounted on Mitsubishi Fuso Canter Euro II Chasis.	03	Rs. 16,400,000/-	Rs. 49,200,000/-
Total		46	Rs. 35,770,000/-	Rs. 354,685,000/-

DELIVERY PLAN

Month	10.3CBM Dumper, for Garbage Collection & Mechanical Sweeper	24CBM Dumper For Garbage Collection.	Total Unit
May, 2021	10	03	13
June, 2021	10	03	13
July, 2021	10	02	12
Aug, 2021	5 + 3	00	08
Total	38	08	46

PAYMENT SCHEDULE:-

1 st Week of April, 2021	Rs. 106,405,500/-
May, 2021	Rs. 35,468,500/-
June, 2021	Rs. 35,468,500/-
July, 2021	Rs. 35,468,500/-
August, 2021	Rs. 35,468,500/-
September, 2021	Rs. 35,468,500/-
October, 2021	Rs. 35,468,500/-
November, 2021	Rs. 35,468,500/-
Total	Rs. 354,685,000/-

B) M/s. Millat Tractors Limited

Description	Base Price Ex - Factory Lahore (Rs.)	GST % Age	GST (Rs.)	Cost Per Unit Ex - Factory Lahore (Rs.)	Freight & Insurance Charges (Per Set)	Total Qty.	Total Cost Ex - Karachi (Rs.)
Millat's Agricultural Tractor Model MF- 360 2WD (60 HP) with Standard Tool Kit	1,140,000	5%	57,000	1,197,000.00	60000	6	Product Cost:
Hydraulic Tipping Trolley (8 Ton)	687,905	5%	34,395	722,300.25			13,466,997.42
Front End Loader (for MF-360)	274,952	5%	13,748	288,700.00			Freight Cost:
Pintle Hook (Necessary for attachment of Trolley)	19,487	17%	3,313	22,799.79			360,000.00
Sun Shade	11,709	17%	1,991	13,699.53			
Total (A)				2,244,499.57			13,826,997
Millat's Agricultural Tractor Model MF- 385 2WD (85 HP) with Standard Tool Kit	1,508,000	5%	75,400	1,583,400.00	40,000	8	Product Cost:

Front Blade (for MF-385 2WD)	129,524	5%	6,476	136,000.20			14,047,196.16
Pintle Hook (Necessary for attachment of Trolley)	19,487	17%	3,313	22,799.79			Freight Cost:
Sun Shade	11,709	17%	1,991	13,699.53			320,000.00
Total (B)				1,755,899.52			14,367,196
Millat's Agricultural Tractor Model MF- 385 2WD (85 HP) with Standard Tool Kit	1,508,000	5%	75,400	1,583,400.00			Product Cost:
Front End Loader (Commercial) for MF-385-2wd	687,143	5%	34,357	721,500.15	46000	12	28,096,793.64
Pintle Hook (Necessary for attachment of Trolley)	19,487	17%	3,313	22,799.79			Freight Cost:
Sun Shade	11,709	17%	1,991	13,699.53			552,000.00
Total (C)				2,341,399.47			28,648,794
Millat's Agricultural Tractor Model MF-360 2WD (60 HP) with Standard Tool Kit	1,140,000	5%	57,000	1,197,000	30,000	1	Product Cost: 5,530,099.90
Front Toed Mechanical Road Sweeper	1,250,476	5%	62,524	1,312,999.80	15,000	3	Freight Cost:
Rotary Broomer Tractor Driven 8 Ft, front mounted	168,419	17%	28,631	197,050.23	10,000	2	95,000.00
Total (D)				2,707,050.03			5,625,100
Grand Total (A+B+C+D)							62,468,087

DELIVERY TIME

Within 08 to 10 weeks from realization of payment in MTL account, with confirmed order.

PAYMENT METHOD

20% down payment and 80% Balance payment to be deposited before delivery of order from factory premises Lahore.

16. The case may please be placed before the Board / consideration under section 25 of the Cantonments Act, 1924 keeping in view of the urgency of the matter at hand.

17. After approval of above mentioned most advantageous bids by the Board / PCB under section 25 of the Cantonments Act 1924, the evaluation report of the said procurements shall be announced as per rule 35 of the PPRA Rules, 2004 (as amended upto date) and the procurement contract shall be awarded after 10 days of the announcement of the evaluation report. Moreover, after procurement contract, copies of agreements shall be furnished to the NAB as required under section 33B of National Accountability Ordinance (XVIII of 1999).

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Dr. Muhammad Rizwan	Major Faheem,	Mr. Sajjad Nazir
Dy. CEO, CBC	(DAAG), Sta HQs Kci	Assistant Secretary, CBC
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Mr. Liaquat Ali	Mr. Imran Khan	
Chief Public Health Officer, CBC	Assistant Cantt Engineer, CBC	

4. In this regard, it is apprised that total amount for procurement of vehicles / tractors / machinery comes to Rs. 417.173 Million. However, budget provision does not exist in the relevant heads for the procurement of above vehicles / tractors / machinery, therefore, the proportionate expenditures of Rs. 239.829 Million shall be met out of closing balance of Budget Estimates for the year 2020-21 with the prior approval of Competent Financial Authority (the DML&C Karachi Region) and remaining amount of Rs. 177.344 Million shall be incorporated in the relevant head of ensuing Budget Estimates for the financial year 2021-22.

5. As the Board meeting is not likely to be held shortly and the matter is of urgent nature, it is therefore requested that, if agreed, approval to the following measures may be accorded under section 25 of the Cantonments Act, 1924:-

i) Approval for procurement of following vehicles / machinery from M/s. Fuso Master Motors (Pvt) Ltd at their quoted rates of Rs. 354.685 Million under rule 42(c)(vii) of PPRA Rules 2004 (as amended upto date) as recommended by the Committee as detailed below:-

S. No.	Description	Quantity	Amount with GST/unit	Total Amount
01.	10.3CBM Dumper mounted on Mitsubishi Fuso Canter Euro II Chasis for Garbage Collection.	35	Rs. 5,575,000/-	Rs. 195,125,000/-
02.	24CBM Dumper mounted on Mitsubishi Fuso FM-65 6x2 (240hp) Euro III with AC. For Garbage Collection.	08	Rs. 13,795,000/-	Rs. 110,360,000/-
03.	Mechanical Sweeper mounted on Mitsubishi Fuso Canter Euro II Chasis.	03	Rs. 16,400,000/-	Rs. 49,200,000/-
Total		46	Rs. 35,770,000/-	Rs. 354,685,000/-

ii) Approval for procurement of following tractors / machinery from M/s. Millat Tractors Limited at their quoted rates of Rs. 62.468 Million under rule 42(c)(vii) of PPRA Rules 2004 (as amended upto date) as recommended by the Committee as detailed below:-

Description	Base Price Ex - Factory Lahore (Rs.)	GST % Age	GST (Rs.)	Cost Per Unit Ex - Factory Lahore (Rs.)	Freight & Insurance Charges (Per Set)	Total Qty.	Total Cost Ex - Karachi (Rs.)
Millat's Agricultural Tractor Model MF- 360 2WD (60 HP) with Standard Tool Kit	1,140,000	5%	57,000	1,197,000.00			Product Cost:
Hydraulic Tipping Trolley (8 Ton)	687,905	5%	34,395	722,300.25	60000	6	13,466,997.42
Front End Loader (for MF-360)	274,952	5%	13,748	288,700.00			Freight Cost:
Pintle Hook (Necessary for attachment of Trolley)	19,487	17%	3,313	22,799.79			360,000.00

Sun Shade	11,709	17%	1,991	13,699.53			
Total (A)				2,244,499.57			13,826,997
Millat's Agricultural Tractor Model MF- 385 2WD (85 HP) with Standard Tool Kit	1,508,000	5%	75,400	1,583,400.00	40,000	8	Product Cost:
Front Blade (for MF-385 2WD)	129,524	5%	6,476	136,000.20			14,047,196.16
Pintle Hook (Necessary for attachment of Trolley)	19,487	17%	3,313	22,799.79			Freight Cost:
Sun Shade	11,709	17%	1,991	13,699.53			320,000.00
Total (B)				1,755,899.52			14,367,196
Millat's Agricultural Tractor Model MF- 385 2WD (85 HP) with Standard Tool Kit	1,508,000	5%	75,400	1,583,400.00	46000	12	Product Cost:
Front End Loader (Commercial) for MF-385-2wd	687,143	5%	34,357	721,500.15			28,096,793.64
Pintle Hook (Necessary for attachment of Trolley)	19,487	17%	3,313	22,799.79			Freight Cost:
Sun Shade	11,709	17%	1,991	13,699.53			552,000.00
Total (C)				2,341,399.47			28,648,794
Millat's Agricultural Tractor Model MF-360 2WD (60 HP) with Standard Tool Kit	1,140,000	5%	57,000	1,197,000	30,000	1	Product Cost: 5,530,099.90
Front Toed Mechanical Road Sweeper	1,250,476	5%	62,524	1,312,999.80	15,000	3	Freight Cost:
Rotary Broomer Tractor Driven 8 Ft, front mounted	168,419	17%	28,631	197,050.23	10,000	2	95,000.00
Total (D)				2,707,050.03			5,625,100
Grand Total (A+B+C+D)							62,468,087

- iii) Approval to meet the expenditures of Rs. 239.809 Million out of closing balance of Budget Estimates for the year 2020-21 with the prior sanction of the Competent Financial Authority for payment of Rs. 177.341 Million to M/s. Fuso Master Motors (Pvt) Ltd and payment of Rs. 62.468 Million to M/s. Millat Tractors Limited.
- iv) Approval to incorporate balance amount of Rs. 177.344 Million in the relevant heads of Budget Estimates for the ensuing year i.e. 2021-22 to be paid to M/s. Fuso Master Motors (Pvt) Ltd on account of 3rd to 7th installments.

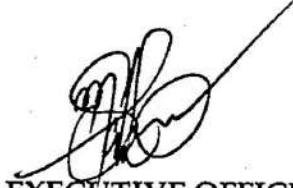
v) Approval for the payment of registration fee to Excise, Taxation & Narcotics Control Department for registration of all above vehicles at the prescribed registration fee of Excise, Taxation & Narcotics Control Department at the time of registration of these vehicles.

6. The above case same shall be got confirmed in the ensuing Board meeting and the evaluation report of the said procurements shall be announced as per rule 35 of the PPRA Rules, 2004 (as amended upto date) and the procurement contracts shall be awarded after 10 days of the announcement of the evaluation report. Moreover, after procurement contract, copies of agreements shall be furnished to the NAB as required under section 33B of National Accountability Ordinance (XVIII of 1999).

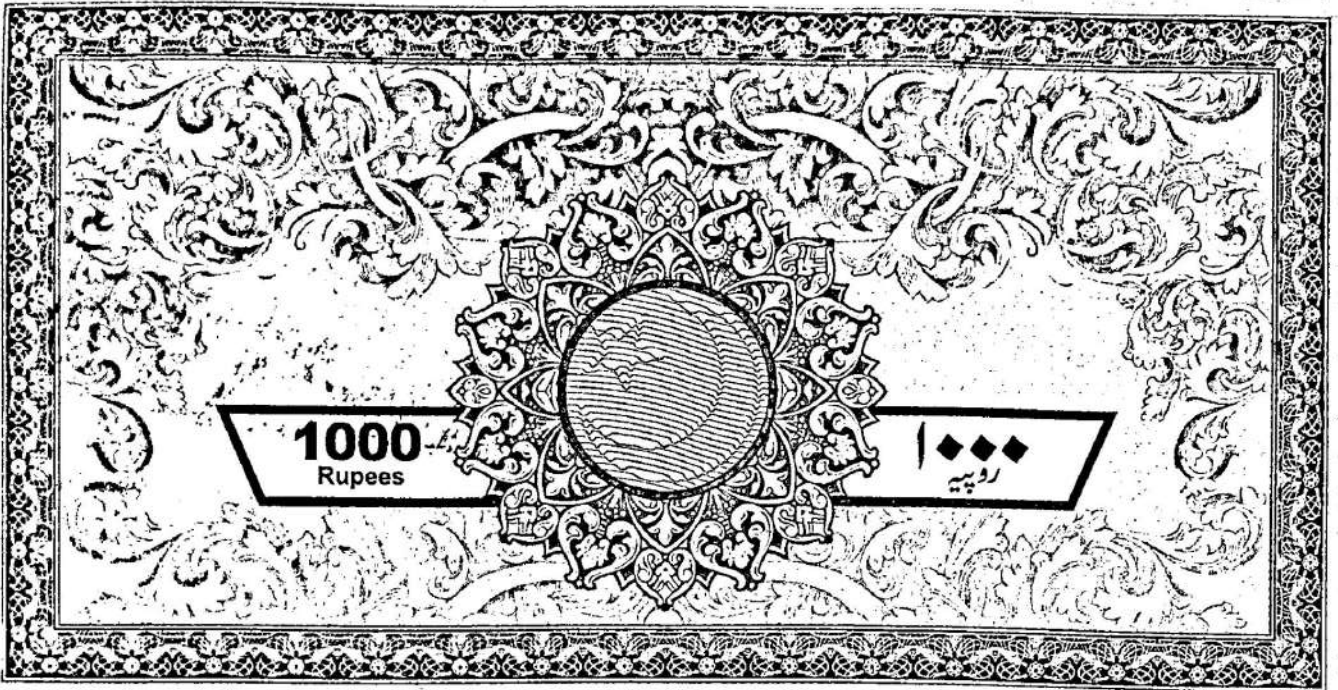
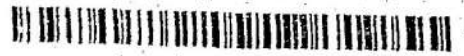
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APPROVED / NOT APPROVED



PRESIDENT
CANTONMENT BOARD CLIFTON



CANTT: EXECUTIVE OFFICER
CLIFTON CANTONMENT



ZEEESHAN STAMP VENDOR

License No. 144, Shop No. A-6, Block-17, Rush Heights
Phase-1, Gulistan-e-Johar, Karachi

92893
To With Address: **DAVID MEMMOON**
Through With Address: **Advocate High Court**
Reg. No. 1494, Karachi
Attached
Vendor's Signature

04 MAY 2021

RUPEES ONE THOUSAND

VEHICLE PURCHASE AGREEMENT

This VEHICLE PURCHASE AGREEMENT (the "Agreement") is made and entered into at Karachi dated 30-04-2021

BY & BETWEEN

M/s. Fuso Master Motors (Pvt) Ltd., a company incorporated under Pakistani Law and having its registered office at Master house, 54 Darul Aman Society Karachi represented by authorize dealer M/s. Master Karachi Motors having their principal place of business SC-43, Chandni Chowk, Stadium Road Karachi..(hereinafter referred to as the "Seller" which expression shall, wherever the context so permits, also mean and include, its legal representatives, legal heirs, executors, administrations successors-in-interest, and permitted assigns), being party of the first part;

AND

M/s Clifton Cantonment Board having their principal place of business at CC-38, Street No.13, Kh-e-Rahat, Phase VI, DHA, 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. 35 units of Dump Truck of capacity 10.3 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 5,575,000.- unit Ex Karachi.
Pak Rupees 195,125,000.- /35 units ex Karachi.

2. 8 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 only 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 CBC (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. 13,795,000.- unit ex plant Karachi.
Pak Rupees 110,360,000.- 8 units ex plant Karachi.

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

Price: Pak Rupees.16,400,000.- unit ex Karachi.
Pak Rupees 49,200,000.- 3 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. 30 percent total down payment along with purchase order
- b. 10 percent of the total value in the month of June 2021
- c. 10 percent of the total value in the month of July 2021
- d. 10 percent of the total value in the month of Aug 2021
- e. 10 percent of the total value in the month of Sept. 2021
- f. 10 percent of the total value in the month of Oct. 2021
- g. 10 percent of the total value in the month of Nov. 2021.
- h. 10 percent of the total value in the month of Dec. 2021.

CBC will submit payment guarantee through first class Bank in favor of FMM.

1.4 Delivery Time Period of Vehicles:

- a) Dump Trucks mounted on Fuso Canter Chassis.
 - 10 units in the month of June complete in all respect.
 - 10 units in the month of July complete in all respect.
 - 13 units in the month of August /September compete in all respect.
- b) Dump Truck GVW 18Ton on Fuso Chassis FM65
 - 04 Units in the month of July complete in all respect
 - 04 units in the month of September 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 for Chassis only whichever comes first and 01 year for fabrication. 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) FMM will support with all after sales activities as agreed.

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

3) FMM 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 FMM 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

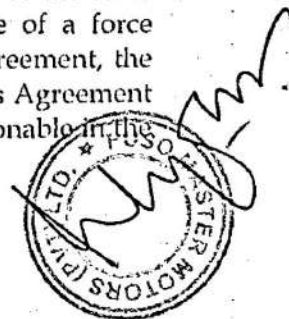
Except as expressly set forth in this Agreement, neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages (including, without limitation, damages resulting from the loss of use, loss of profits, interruption or loss of business, lost goodwill, lost 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: CBC CC-38, Street No.13, Kh-e-Rahat, Phase VI, DHA, Karachi.

If to Seller: M/s. Fuso Master Motors (Pvt) Ltd. having its registered office at Master House, 54 Darul Aman Society, Karachi.

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 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.

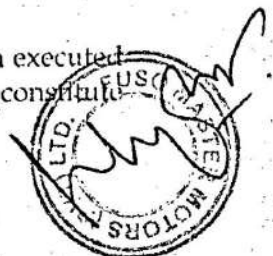
Neither Party shall at any time or in any way represent itself as being a dealer, agent or other representative of the other Party or as having authority to assume or create obligations or act in any manner on behalf of the other Party. It is further clarified that this Agreement in no way evidences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

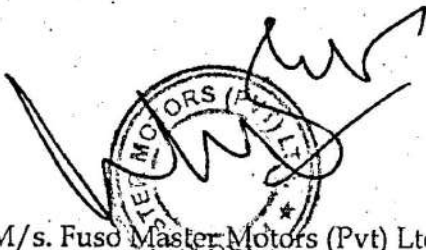
The Parties shall furnish or cause to be furnished to one another, sufficient evidence of the authority of the persons who shall sign and execute any other documents required or permitted to be taken or executed by the Parties under this Agreement.

Location of the Courts Having Jurisdiction

-District Courts of Karachi City

-Honorable Sindh High Court Karachi.

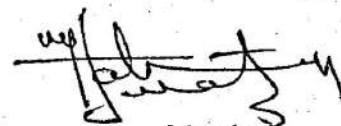
IN WITNESS WHEREOF the parties aforementioned have executed this agreement for sale on the date first above written.



M/s. Fuso Master Motors (Pvt) Ltd
(PARTY OF THE SECOND PART)

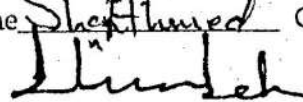


President
Cantonment Board Clifton
(PARTY OF THE FIRST PART)

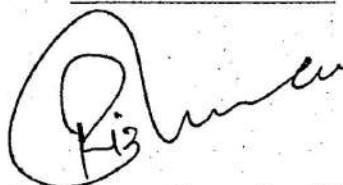


Member
Cantonment Board Clifton

Witnessed By:

1. Name Shafiq Khan CNIC No. 42201-0637455-8 Address H.No. 553, Sec. 32/D
1. Name Sheh Ahmed CNIC No. 42201-51244189 Address H.No. 576C/2 K.D.A

Name Liaqat Ali CNIC No. 34601-0862321-3 Address CBC, Karachi

COUNTERSIGNED



Cantonment Executive Officer
Clifton Cantonment

M/s. FUSU



- Login
- Online Query
- Query Reply
- Frequently Asked Questions
- Registered Suppliers
- PPRA Board
- Downloads (SRO, Manuals, Forms)
- Black Listed Firms
- Procurement Planning
- Evaluation Results
- Procurement Contracts
- Grievances Redressal Committee
- Misc. Laws and Acts
- Tender Guidelines
- Contact Us

Evaluation Results

Organization Name: *Cantonment Board*

Evaluation No	Evaluation Result Title	Download	Uploaded Date
EV33944	Cantonment Board New Conservancy Vehicles... 0		21/4/2021
EV33945	Cantonment Board New Conservancy Vehicles... 0		21/4/2021
EV33891	Cantonment Board Furniture items 00		19/4/2021
EV33869	Cantonment Board Installation of Solar System... 0		16/4/2021
EV33767	Cantonment Board Supply and Fixing of Truck Mounted... 0		12/4/2021
EV33766	Cantonment Board Supply of Misc items... 0		12/4/2021

Activate Windows
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EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)


1. Name of Procuring Agency: Cantonment Board Clifton
2. Method of Procurement: Direct Contracting under rule 42(c)(vii) of PPRA Rules, 2004 (as amended upto date)
3. Title of Procurement: Procurement of new conservancy vehicles / machinery for Cantonment Board Clifton.
 - Dumper with approx 06 tons capacity 35
 - Dumper with approx 20 tons capacity 08
 - Truck Mounted Mechanical Sweeper 03
4. Tender Inquiry No.: Not Applicable
5. PPRA Ref. No. (TSE): Not Applicable
6. Date & Time of Bid Closing: ----
7. Date & Time of Bid Opening: ----
8. No of Bids Received: 01 No
9. Criteria for Bid Evaluation: As below
10. Details of Bid(s) Evaluation: As below

Name of Bidder	Marks		Evaluated Cost	Rule/Regulation/SBD*/Policy / Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
	Technical (if applicable)	Financial (if applicable)		
M/s Fuso Master Motors (Pvt) Ltd	N.A	N.A	Rs. 354,685,000/-	Accepted under rule 42(c)(vii) of PPRA Rules, 2004 (as amended upto date)

Lowest Evaluated Bidder: M/s Fuso Master Motors (Pvt) Ltd Rs. 354,685,000/- as recommended by the Committee meeting held on 12-04-2021.

S. No.	Description	Qty	Amount with GST / unit	Total Amount
01.	10.3CBM Dumper mounted on Mitsubishi Fuso Canter Euro II Chasis for Garbage Collection.	35	Rs. 5,575,000/-	Rs. 195,125,000/-
02.	24CBM Dumper mounted on Mitsubishi Fuso FM-65 6x2 (240hp) Euro III with AC. For Garbage Collection.	08	Rs. 13,795,000/-	Rs. 110,360,000/-
03.	Mechanical Sweeper mounted on Mitsubishi Fuso Canter Euro II Chasis.	03	Rs. 16,400,000/-	Rs. 49,200,000/-
Total		46	Rs. 35,770,000/-	Rs. 354,685,000/-

11. Any other additional / supporting information, the procuring agency may like to share.

Signature: 
 M. Adeel Sadiq
 Store Supdt

Official Stamp:

*Standard Bidding Documents (SBD).



Tele No: (021) 99201679
Fax No: (021) 99204312
dmlckarachiregion@gmail.com

MOST IMMEDIATE / BY FAX
Government of Pakistan
Ministry of Defence, ML&C Deptt
Office of the Director,
Military Lands & Cantonments
Karachi Region, Karachi.
No. 6/14/DKR/2020-21/Clifton/Vol:1/5071
Dated the 19th April, 2021

To,

Cantonment Executive Officer,
Cantonment Board Clifton.

**SUBJECT: PROCUREMENT OF CONSERVANCY VEHICLES / MACHINERY
FOR CANTONMENT BOARD CLIFTON.**

Ref: Your letter No. CBC/Sanitation/15484 dated 15-04-2021.

2. In the circumstances stated in your letter referred to above and as approved by the PCB under section 25 of the Cantonments Act, 1924 vide Office Note No. 206 dated 15-04-2021 (*yet to be confirmed by the Board*), sanction of the Competent Authority (CFA) to meet the expenditures of Rs. 239.829 Million out of closing balance of Budget Estimates for the year 2020-21 for payment of Rs. 177.341 Million to M/s. Fuso Master Motors (Pvt) Ltd and Rs. 62.488 Million to M/s. Millat Tractors Limited is hereby accorded subject to fulfillment of all legal /codal formalities including announcement of evaluation report as per rule 35 of the PPRA Rules, 2004 (as amended upto date), furnishing of copies of procurement contracts to the NAB as required under section 33B of National Accountability Ordinance (XVIII of 1999) and subject to usual audit check.


(ADIL RAFI SIDDIQUI)
Director,
Military Lands & Cantonments
Regional Headquarters, Karachi

Copy to :-
Master File.

GS