

Cantonment Board Clifton



TENDER DOCUMENTS FOR CONSTRUCTION OF CONSTRUCTION OF RETAINING WALLS

**I. AT 1ST COMMERCIAL STREET, PH-
IV, DHA, KARACHI**

**II. AT 2ND STREET, KH-E-MOMIN,
PH-IV, DHA, KARACHI**

TENDER DOCUMENTS

- Invitation to Bid
- Instructions to the Bidders & Qualification Criteria
- Bid Form
- General & special Conditions of the Contract Agreement
- Bid Evaluation Criteria
- Integrity Pact

INVITATION TO BID

CANTONMENT BOARD CLIFTON TENDER NOTICE

Cantonment Board Clifton being procuring entity invites sealed bids on the basis of “**Single Stage Two Envelope Procedure**” under Rule 36(b) of PPRA Rules 2004, from the contractors / firms having valid registration with Pakistan Engineering Council (PEC) in **Relevant Category** for the year 2021-22 and are on Active Taxpayers List of the Federal Board of Revenue for the following Projects:-

S. No	Name of Work	Estimated Cost (In Million)	Bid Security /Earnest Money 2% of estimated (In Million)	Bidding Document fee	Date & time of submission of bids (technical & financial proposal)	Date & time of opening (technical proposal bids)	Project Time limit
1	Construction of retaining wall for the safety of human lives & properties at 1 st Commercial Street, Phase-IV, DHA, Karachi	35.130	0.702	Rs.2,000/-	02-11-2021 at 11:00 am	02-11-2021 at 11:30 am	As per work order
2	Construction of retaining wall for the safety of human lives & properties at 2 nd Street, Kh-e-Momin, Phase-IV, DHA, Karachi	30.00	0.600	Rs.2,000/-	02-11-2021 at 11:00 am	02-11-2021 at 11:30 am	As per work order

TERMS & CONDITIONS/INSTRUCTION TO THE BIDDERS

1. Tender / Bidding documents containing Invitation to the bid/Tender Notice, Instructions to bidders, Form of Bid, Conditions of Contract Agreement, Tender Drawings & Specifications, Bill of Quantities and Bid evaluation criteria etc. can be obtained on any working day during office hours from the office of Cantonment Board Clifton (CBC) CC-38, Street 10, Kh-e-Rahat, Phase-VI, DHA Karachi on or before closing date of tender bid. Price of the bidding documents is Rs 2,000/- (non-refundable). Tender / bidding documents can also be downloaded from CBC website www.cbc.gov.pk
2. 2% (two percent) earnest money /bid security of quoted bid cost must be accompanied in the shape of Call deposit in the name **Cantonment Board Clifton**, from Scheduled banks in accordance with the Rule 25 of PPRA Rules,2004 and subsequent amendments (if any). An Affidavit to the affect stating that 2% bid security /earnest money has been placed in financial proposals /bids must be attached in the technical proposals. Any bid security not validated from bank can result into penal consequences.

3. The Submission of Bids by the contractors implies that they are fully conversant with the, scope of work and term and conditions laid down in the tender / bid's documents.
4. The eligible contractors / firms are required to submit their Bids for work in separate sealed envelopes i.e. one envelope containing "**Technical Proposal**" of the contractors / firms, clearly marked as "**Technical Bid**" accompanied with respective bidding document fee, while the second envelope containing financial proposal / bid price, clearly marked as '**Financial Proposal**'. Both Technical and Financial proposals / bids will be placed in single sealed envelope and addressed & send to Cantonment Board Clifton.
5. Technical proposal must be numbered & a table of contents inserted at beginning of the proposal showing the table of contents of the proposal according to the numbered pages. All pages of Bids shall be signed & stamped by the bidder and seal be affixed along with the signatures / initials/ Stamp.
6. Contractor / Bidder black listed by Cantonment Board Clifton or involved in litigation or found to be indulged in corrupt or fraudulent practices will be considered non responsive by Cantonment Board Clifton being procuring entity.
7. The "**Technical Proposals/ Bids**" of the firms/ contractors will be evaluated will be eligible in accordance with laid down evaluation criteria based on the following documents to be provided in the bidding documents meant for submission of Technical Proposal.
 - I. Detail of projects of similar nature related to the above mentioned work undertaken by the firm in the last 5 years (in hand/ completed) supported by documentary evidence such as work orders / completion reports in original or attested copies.
 - II. Financial status, Bank balance & certificate from the scheduled bank for the last 3 years.
 - III. The Income Tax Certificate from the concerned department. Showing Tax payment regarding works / projects executed during last 3 years.
 - IV. Details of technical staff for the proposed works, duly supported by attested credentials.
 - V. An affidavit that the firm is not in dispute / litigation / arbitration with any Govt. / semi Govt. Department on the left over/ incomplete projects.
 - VI. An affidavit is required to be provided with the technical bid regarding attachment of the bid security in the shape of Bank Guarantee or call deposit with the financial bid.
 - VII. The firms / contractors having their own machinery / plant relating to the project.
 - VIII. Only those will be eligible to apply for the tender who have renewed their enlistment with PEC for the year 2021-22.
 - IX. Incomplete Tender form will be Non responsive i.e. name of Firm, Quoted rates in words and in figures, signatures of the contractor and stamp of the firm.
8. Only upto two decimal digits (0.00) will be considered for evaluation of the quoted Rate. If any document submitted along with bid documents found false

/ bogus, the registration of the contractor / firm shall stand cancelled/ blacklisted in the light of enabling provisions of PPRA Rules 2004. Conditional / Incomplete bids shall not be acceptable.

9. The **Financial Bids / Proposals** of only technically responsive qualified bidders will be opened after evaluation of **Technical Bids** in the presence of bidders / their representatives (who may like to attend) in the office of the Cantonment Board Clifton on the date & time to be notified later on whereas the **Financial Bids** of technically non responsive bidders shall be returned unopened to the respective contactors.
10. The contractors / bidders, who quote their bids / rates more than 10% below the Engineers estimates, shall submit performance guarantee equal to 10% of the estimated cost under rule 39 of PPRA Rules 2004.
11. Any Item not reflected in the BOQ and required at site, shall be paid in accordance with MES Schedule of rates 2014/prevailing market rates with the approval of the procuring entity / Competent Authority.
12. All the governments taxes (Federal, Provincial & any other) will be deducted as per prevailing government policy.
13. Incomplete/ disfiguring/ overwriting/ by hand/ delayed bids shall be declared non-responsive.
14. Any bid received in the contravention of enabling provisions of PPRA Rules, 2004 will be declared non responsive by the procuring entity. Cantonment Board Clifton being procuring entity reserves the right to accept or reject any tender / bid on technical / administrative grounds under Rule 33 (l) Rules, 2004.
15. Other terms & conditions pertaining to the works can be seen in the Office of the Cantonment Board Clifton at any working day during office hours.



CANTONMENT BOARD CLIFTON

Tender Form No. _____

BID FORM

For Construction of retaining wall at 1st commercial street, Ph-IV, DHA, Karachi as per MES Sch of Rates, 2014 (amended upto date)

1. Cost of tender form= **Rs. 2000** paid vide Rt. No. _____ Dated _____
2. Opening date & time of tender **02-11-2021** at **11:30 am**
3. Amount of Earnest Money = Rs. _____
vide Pay Order/CDR No. _____ dated _____

The Executive Officer,
Cantonment Board Clifton

Dear Sir,

I/we hereby tender for the execution of the work specified below for the Cantonment Board Clifton:-

Nomenclature of Work

Est. Cost. Rs.

**Construction of retaining wall at
1st commercial street, Ph-IV, DHA,
Karachi**

35.130 (M)

RATE TENDERED

In Figure _____ %

Above

Below

At Par

on MES Schedule of Rates 2014

In Words _____ %

Above

Below

At Par

on MES Schedule of Rates 2014

* **Tick the relevant box**

1. I/we have received the tender documents and read it thoroughly and fully conversant with the scope of subject work called on MES Schedule of Rates 2014 (amended upto date).
2. I/we shall abide by all terms and conditions mentioned in the "Notice of Tender" published in newspapers _____ dated _____ and shall also abide by all the terms and conditions as will be laid down in the Contract Agreement.
3. The tender rates have been quoted by considering items / specifications & rates as per MES Schedule of Rates, 2014(amended upto date).

Signature of Contractor

Name of Firm _____

Address _____



CANTONMENT BOARD CLIFTON

Tender Form No. _____

BID FORM

For Construction of retaining wall at 2nd street, Kh-e-Momin, Ph-IV, DHA, Karachi as per MES Sch of Rates, 2014 (amended upto date)

1. Cost of tender form= **Rs. 2000** paid vide Rt. No. _____ Dated _____
2. Opening date & time of tender **02-11-2021** at **11:30 am**
3. Amount of Earnest Money = Rs. _____
vide Pay Order/CDR No. _____ dated _____

The Executive Officer,
Cantonment Board Clifton

Dear Sir,

I/we hereby tender for the execution of the work specified below for the Cantonment Board Clifton:-

Nomenclature of Work

Est. Cost. Rs.

**Construction of retaining wall at
2nd street, Kh-e-Momin, Ph-IV, DHA,
Karachi**

30.00 (M)

RATE TENDERED

In Figure _____ %

Above

Below

At Par

on MES Schedule of Rates 2014

In Words _____ %

Above

Below

At Par

on MES Schedule of Rates 2014

* **Tick the relevant box**

1. I/we have received the tender documents and read it thoroughly and fully conversant with the scope of subject work called on MES Schedule of Rates 2014 (amended upto date).
2. I/we shall abide by all terms and conditions mentioned in the "Notice of Tender" published in newspapers _____ dated _____ and shall also abide by all the terms and conditions as will be laid down in the Contract Agreement.
3. The tender rates have been quoted by considering items / specifications & rates as per MES Schedule of Rates, 2014(amended upto date).

Signature of Contractor

Name of Firm _____

Address _____ ed

GENERAL/ SPECIAL CONDITIONS OF CONTRACT AGREEMENT

- (1) The following vital documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a). Tender Notice
 - (b). The Contract Agreement;
 - (c). The Letter of Acceptance;
 - (d). Estimates & Specifications – as per MES Schedule of Rates, 2014 (Amended upto date)/;
 - (e). Cantonments Act, 1924 & the Cantt. Accounts Code 1955; and
 - (f). Integrity Pact.
- (2) Instruction for execution of works under this Agreement shall be given after issuing of work order.
- (3) Time allowed for carrying out the work shall be strictly observed by the Contractor and shall be reckoned from the date of issue of work order / handing over the site.
- (4) If the Contractor shall desire an extension of time for completion of the work on the ground of there having been unavoidably any hindrance in the execution of work or on any other genuine grounds they shall apply in writing for such extension of time for completion of the work stating their reasons. Orders passed there on by the Executive Officer shall be final and binding on the Contractor.
- (5) The Contractor shall ensure clearance of all debris/waste material etc, from site after completion of work or else the same shall be cleared by the Board at the risk and cost of Contractor.
- (6) Payments shall be made on approved rates as per MES Schedule of Rates 2014 (amended upto date) and no escalation shall be applicable in this Agreement, what so ever reason.
- (7) Security & income tax shall be deducted at source from running bills as per policy in vogue, however, security deducted shall be refunded to the Contractor after one year of completion of project and clearance of Defence Audit whichever is later less any deduction of amount of penalties imposed for unsatisfactory work or for any other reasons.
- (8) The Contractor shall bear all applicable taxes & charges due against the Agreement and shall not charge the same from the Board.
- (9) The Contractor shall report to the Executive Officer in writing about finishing of the work within seven (7) days of the date of completion thereof.
- (10) Any defects, what so ever if found after the completion of the work shall be rectified by the Contractor at its own cost during the term of Agreement period as and when directed by Chief Engineer, Engineering Branch, Cantonment Board Clifton or any other official authorized by the Board.
- (11) The Contractor shall give a minimum of five (5) days' notice in writing to the Executive Officer for measurement of any work and shall not cover up or place beyond the reach of measurement any work without the Executive Officer's written consent and if such work is covered without notice as mentioned above and without having obtained written

consent from the Executive Officer the same shall be uncovered at the contractors expense. No payment or allowance shall be made for materials etc., expended if the aforesaid are not observed by the contractors.

- (12) The Contractor shall prepare and submit their detailed bill to the Executive Officer after completion of the work and the Executive Officer shall than take or cause to take requisite measurement for the purpose of having the same verified and claim of the Contractor, as far as possible, adjusted during the month during which the bill is presented (measurement so taken shall be final and binding on the Contractor).
- (13) Keeping in view the urgency of work or poor response on your part in execution of works the Executive Officer shall be at liberty to award work to other enlisted contractor at similar rate after issuance of the notice regarding delay in performance.
- (14) The Contractor or their duly authorized agents (authorized in writing) shall be present at the time of taking measurements and to sign the measurement book. Should the Contractor or their representative fail to attend on the day or days appointed for taking subject measurement the latter work shall be proceeded within their absence. Measurement taken thereto shall be final and binding on the Contractor.
- (15) Where it is discovered that any excess payment or over payment has been made to the Contractor in respect of any work done at site during the course of the Agreement, such excess payment/over payment shall be recoverable from the Contractor by the Executive Officer. Recovery can also be effected by Executive Officer at any time after work has been completed and final payment made.
- (16) For this purpose overpayment shall include any payment or excess payment made in consequence of any mistake of law or negligence, fraud of any person etc. The Contractor shall also pay back to the Board all over payment made to them if pointed out by the audit authorities at any time during or after completion of work.
- (17) The Contractor shall provide all materials and services necessary for the work, if such materials and services are included in the schedule of combined rates. Cost for conducting tests shall be done by the Contractor, if any.
- (18) Where no such items are specified in the schedule value of such materials and services then shall be assessed at appropriate rates subject to the percentage of Agreement as approved by the Executive Officer.
- (19) The Contractor shall be responsible for payment or compensation to their workmen under the Workmen's Compensation Act 1923.
- (20) It shall be the Contractor's responsibility to supply all materials/services mentioned in the estimates/MES Schedule. The non-availability of any such material etc. will not be considered as an excuse for any change in the design or specification.
- (21) Works under or in the course of execution or executed in pursuance of this Agreement shall at all timed be open to inspection and supervision of the Executive Officer, Chief Engineer, Senior Engineer, Cantt. Engineer, Asstt. Engineer, Cantt. Overseer or any official authorized in this behalf by the Executive Officer.
- (22) If it appears to the Executive Officer that any work has been executed with unsound, imperfect and unskillful workmanship or with inferior materials or is of a quality inferior to that contracted for, the Contractor shall on demand in writing from the Executive Officer specify the work materials complained of (notwithstanding if the same may have

been inadvertently approved, certified and paid for) and shall immediately rectify and reconstruct the work to the complete satisfaction of the Board and / or Executive Officer without any additional charges within a period stipulated by the Executive Officer.

- (23) The Agreement can be terminated at the option of the Executive Officer by giving one month's written notice to the Contractor i.e. in case it is found that their work is continuously unsatisfactory or poor performance. In such circumstances the Executive Officer shall be at liberty to forfeit the Contractor's security deposit in full or in part and thereafter to assign the remaining part of the Agreement to any other party at existing or at any new rates/terms and conditions as may be decided upon by the Board.
- (24) No work shall be deemed completed until the Executive Officer and / or the Board gives a written certificate to this effect to the Contractor. However, even after the issuance of this completion certificate the Contractor shall be responsible for rectifying any defects etc. that may be observed or may arise from the work during a period of 01 year after such completion certificate has been accorded. All such defects etc, shall be removed/repaired by the Contractor at their own risk and cost without payment of any compensation to them by the Board.
- (25) In case however, the Contractor fail to do the needful the work shall be got completed by the Board through any other agency and cost so incurred shall be payable by the Contractor without the payment of any compensation thereto to them by the Board.
- (26) If the Contractor, their staff, servants etc., break, deface, injure or destroy any part of the premises etc., in which they may be working or any building, road, fence, enclosure, grassy land, trees, overhead and underground cables/pipes etc., contiguous to the premises in which the work or any part of it is being executed, the contracts shall make good the same at their own expense or in default the Executive officer may cause the same to be made good at risk and expense of the contractors and recover such expense from the contractors.
- (27) The Contractor shall be responsible for the settlement of all claims in respect of injury or damage done to any person or property during and after execution of this Agreement if it is proved that such damage or injury (as the case may be) was the consequence of negligence or any other willful action of the contractors, their labour etc.
- (28) The Contractor shall take all reasonable precautionary measures to minimize fire risks as well as the safety of pedestrians & traffic near project site and shall conform to such instructions in the matter as may be given to them from time to time in writing by the Executive Officer.
- (29) The Contractor shall be solely responsible for the consequence of all mishaps i.e. damage, injury, death etc., that may arise out of use of defective material, improper specification, inferior construction etc.
- (30) In all matters of the Agreement the Executive Officer and / or the Board shall deal with the Contractor, or their authorized representative to be nominated in writing by the Contractor.
- (31) The Contractor shall not appoint such persons as their agents who are defaulters of the Board or may have been black listed by the Board or by any other Department.
- (32) The Contractor shall submit petition/representation to the Board or to other higher office in the Military Lands & Cantonments Department (ML&C), Ministry of Defense or to the President Cantonment Board through proper channel i.e. through the Executive Officer and that any disregard of this condition may lead to cancellation of the

Agreement without any liability for payment of compensation for any loss that the Contractor may sustain, as a result.

- (33) In case the Contractor become bankrupt or there are any insolvency or other proceedings against them which restrict their work at site the Executive Officer and / or the Board may terminate the Agreement and award remaining work to be done to any other agency as deemed necessary. In such a case the Contractor shall not be entitled to any compensation whatsoever.
- (34) The Board shall not be responsible for any loan taken by the contractors from any party for completion of the work nor for any given by them (i.e. by the Contractor) to any party in the matter nor for any litigations arising out of any financial or other dealings of the Contractor with any party. Such matters shall be dealt with by the Contractor at their own risk and cost.
- (35) The Contractor shall ensure clearance of all debris/waste material etc, from site after completion of work or else the same shall be cleared by the Board at the contractors risk & cost.
- (36) The Contractor shall not assign or sublet the Agreement without written permission of the Executive Officer. In case they do so they shall be liable for termination of the Agreement and security as decided by the Executive Officer and shall also pay all additional expenses incurred in getting the work completed.
- (37) The Contractor shall bear all octroi duty, terminal tax or any other tax on building material etc., imported by them for the work under this Agreement and shall not charge the same to the Board.
- (38) In case the Contractor leave the Agreement site and do not proceed any further with the work or they flout/disregard any of the above mentioned terms & conditions of this Agreement the Executive Officer and / or the Board are authorized and are at liberty to terminate the Agreement without payment to Contractor of any compensation financial or otherwise that they may have suffered as a result of such termination and thereafter to assign the remaining part of Agreement at the contractor's risk & cost to any other party at existing or at any new rates/terms and conditions as may be decided upon by the Board.
- (39) In the event of any dispute between the Contractor and the Board the case shall be referred to Director Military Lands & Cantonments, Karachi Region, Ministry of Defense whose decision shall be final & binding on both parties.
- (40) In case of emergency, or excess of quantum of work the Executive Officer and / or the Board reserved the rights to get any work done through some other approved contractor of the Board on same rate of the above said Agreement or part thereof has not been awarded to that contractor by the Board.
- (41) The Parties shall use their best endeavors to settle any disputes between them promptly and in a manner to help avoid the recurrence of similar disputes. In the event that the parties are unable to settle their dispute in a timely manner, they shall go to arbitration. Any dispute arising from either interpretation of this Agreement or a claimed default may be referred to arbitration. The Director Military Lands & Cantonments, Karachi Region shall be the SOLE Arbitrator. The decision and any award made by the Arbitrator shall be binding and final as to both parties.

- (42) In case of failure to complete the project as per specifications within specified time/extended time limit by the Executive Officer, a penalty equivalent to 0.10% of the cost of tender sum may be imposed per day.
- (43) If the Contractor fails to complete the work, as per estimates & specifications, within stipulated time or extended interval, the CEO shall serve two (2) notices to the Contractor for completion of the work. In case of persistent non-compliance, 3rd & final notice shall be served wherein the Contractor shall also be given an opportunity to be heard in person as envisaged in Rule (19) of the PPRA Rules 2004, to know their point of view regarding failure to commence / complete the project. In case of unsatisfactory reply the case for black listing shall be referred to the Board.
- (44) The Contractor is relieved from performing their contractual obligations when certain circumstances beyond their control arises, making performance inadvisable, commercially impracticable or impossible due to Force Majeure reasons such as war, military operations, revolution, strike, riots, fire, floods, epidemic, loss of material in transit, power supply interruptions, unavoidable delays with sub-supplier directly or indirectly and such other reasons not incorporated in this clause and unpredictable at present and beyond control or remedy. In such scansion the Contractor shall not be held responsible.
- (45) This Agreement shall be governed by and construed in accordance with Pakistani law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the exclusive jurisdiction of courts at Karachi.
- (46) This Agreement may be amended at any time by written agreement of the Parties. No variation to this Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the Parties.
- (47) All such additional work shall be executed as per the terms and conditions of this Agreement.

**Executive Officer
Cantonment Board Clifton**

“I / we accepted the above mentioned conditions of tender and contract agreement and will abide by all for them in case my tender is accepted by Board”

Name of Contractor _____

Signature of the Contractor.

**TECHNICAL BID EVALUATION CRITERIA
(CONSTRUCTION OF RETAINING WALL)**

I. Detail of project / General Experience

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
a)	Projects of similar nature Completed in last 5 years.	20	<ul style="list-style-type: none">• 20 Marks are given if the contractor has completed at least 10 projects of similar nature in last 5 years.• 14 Marks are given if the contractor has completed at least 7 projects of similar nature in last 5 years.• 2 Marks are given if the contractor has completed at least 1 projects of similar nature in last 5 years.
b)	Projects of similar nature in-hand during last 5 years.	20	<ul style="list-style-type: none">• 20 Marks are given if the contractor has completed at least 10 projects of similar nature in last 5 years.• 14 Marks are given if the contractor has completed at least 7 projects of similar nature in last 5 years.• 2 Marks are given if the contractor has completed at least 1 projects of similar nature in last 5 years.
c)	Enlistment record with Government Organizations & other agencies	10	<ul style="list-style-type: none">• 2 Mark for each enlistment up to maximum of five enlistments.
Total Marks Allocated			50

II Financial Statement

Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
a)	Bank statement for last 3 years	20	Credit <ul style="list-style-type: none">• 100 M – 200 M - 9 Marks• 201 M – 300 M - 11 Marks• 301 M – 400 M - 15 Marks• Above 400 M full marks
b)	Registration with income tax department and tax paid during the last 3 years for the projects	5	<ul style="list-style-type: none">• No points will be given if income tax certificate is not attached and 5 points will be added in case of valid certificate.
c)	Litigation History in which Decision has been given against the firm(s)	5	<ul style="list-style-type: none">• In case 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.
d)	Blacklisting from any agency	5	<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 Marks Allocated			35

III Technical Staff

Requirement of Employer/User will be varied from Project to Project. However following factors may be used as a guideline:

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
i)	B.Sc Engineers registered with Pakistan Engineering Council (PEC)	9	<p><u>Experience (3-Marks) :</u></p> <ul style="list-style-type: none"> • 3 Marks will be given if the individual experience of at least 4 no. of B.Sc Engineers (professional) is equal to 15 years or above. • For less than 4 no of B.Sc Engineers having individual experience of 15 years, marks will be given as per following formulas: $= (A/4) * 3$ A = No. of Engineers having individual experience of 15 years or above. <p><u>Strength of Engineers (6 Marks)</u></p> <ul style="list-style-type: none"> • 6 Marks will be given if the total no. of Engineers registered with PEC are 15 nos. or above. • For less than 15 no of B.Sc Engineers registered with PEC marks will be given as per following formulas: $= (A/15) * 6$ A =No. of Engineers
ii)	Associates Engineers (DAE)	6	<p><u>Experience (2-Marks) :</u></p> <ul style="list-style-type: none"> • 2 Marks will be given if the individual experience of at least 8 no. of Associates Engineers (DAE) is equal to 10 years or above. • For less than 8 no of Associates Engineers (DAE) having individual experience of 10 years, marks will be given as per following formulas: $= (A/8) * 2$ A = No. of DAE Engineers. <p><u>Strength of Associate Engineers (4 Marks)</u></p> <ul style="list-style-type: none"> • 4 Marks will be given if the total no. of Associate Engineers (DAE) are 20 nos. or above. • For less than 20 no of Associate Engineers marks will be given as per following formulas: $= (A/20) * 4$ A = No. of Associate Engineers
	Total Marks Allocated		15

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAY ABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACT WORTH RS.10.00 MILLION OR MORE

Contract Number: _____

Dated: _____

Contract Value: 35.130 (M)

Contract Title: Construction of retaining wall at 1st commercial street, Ph-IV, DHA,
Karachi

M/s _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

M/s _____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation or warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, avoidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, M/s _____ agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s _____ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

(Executive Officer,
Cantonment Board Clifton)

(Contractor/Bidder)

Integrity Pact

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAY ABLE
BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACT
WORTH RS.10.00 MILLION OR MORE**

Contract Number: _____

Dated: _____

Contract Value: 30.00 (M)

Contract Title: Construction of retaining wall at 2nd street, Kh-e-Momin, Ph-IV, DHA,
Karachi

M/s _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

M/s _____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation or warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, avoidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, M/s _____ agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s _____ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

(Executive Officer,
Cantonment Board Clifton)

(Contractor/Bidder)