

# **Cantonment Board Clifton**



**TENDER DOCUMENTS  
FOR  
REPAIR/MAINTENANCE/REPLACEMENT  
OF DAMAGED/BROKEN SEWERAGE LINES  
INCLUDING REPAIR/ RECONSTRUCTION  
OF MANHOLES IN CANTT AREA.  
(2022-23)**

## **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

# CANTONMENT BOARD CLIFTON

## TENDER NOTICE

Cantonment Board Clifton being procuring entity invites sealed bids on the basis of MES Schedule of Rates, 2021 (amended upto date) on percentage above/below or at par basis for schedule items and market item rate basis for non-schedule items as per “**Single Stage Two Envelope Procedure**” under Rule 36(b) of PPRA Rules 2004 (as amended upto date), from the contractors / firms having valid registration with Pakistan Engineering Council (PEC) in **Relevant Category** for the year 2022-23 and are on Active Taxpayers List of the Federal Board of Revenue for the following Annual Maintenance & Repair Work.

S. No	Name of Work	Estimated Cost (Million)	Bid Security /Earnest Money @ 2% of Estimated Cost (Million)	Bidding Document fee	Date & time of submission of bids (technical & financial proposal)	Date & time of opening (technical proposal bids)	Project Time limit
1	Repair/maintenance/replacement of damaged/broken sewerage lines including repair/ reconstruction of manholes in Cantt Area.	200.00	4.00	Rs: 2,000/-	16-03-2023 12:00 PM	16-03-2023 12:30 PM	As per work order

## **TERMS & CONDITIONS**

1. Tender / Bidding documents containing Invitation to the bid/Tender Notice, Instructions to bidders, Form of Bid, Conditions of Contract Agreement, 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 at CC-38, Street 10, Kh-e-Rahat, Phase-VI, DHA Karachi on or before closing date/time 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](http://www.cbc.gov.pk)
2. 2% (two percent) earnest money /bid security of estimated 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 (As amended upto date). 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 terms and conditions laid down in the tender / bid documents.
4. The eligible contractors / firms are required to submit their Bids for works 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 dully addressed and send to Office of Cantonment Board Clifton at CC-38, Street 10, Kh-e-Rahat, Phase-VI, DHA, Karachi within due date & time of closing of tender box.
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 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 10 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 5 years.
  - III. The Income Tax Certificate from the concerned department showing Tax payment regarding works / projects executed during last 10 years.
  - IV. Details of technical staff for the proposed works, duly supported by attested credentials.
  - V. An affidavit that the firm is neither blacklisted nor 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 2022-23.
- IX. Incomplete Tender forms will be considered as 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 at a certain percentage below the MES Sch. of Rates 2021/ Engineers Estimate shall be required to submit a performance guarantee of an amount equivalent to that percentage which they have quoted under rule 39 of PPRA Rules 2004(As amended upto date). If the quoted rates will be the 10% below or more than 10% below of the MES Schedule of rates, the maximum amount of performance guarantee shall remain 10% of the Engineers Estimated cost.
11. Any Item not reflected in the BOQ and required at site, shall be paid in accordance with MES Schedule of rates 2021/prevaling 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 (I) Rules, 2004.
15. Successful bidder shall be bound to execute an agreement with the procuring entity and all terms and conditions including tender notice shall be binding on the bidder.
16. 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.
17. As per PPRA Rule 33, the procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.

**CANTT. EXECUTIVE OFFICER  
CANTT. BOARD CLIFTON**

## **INSTRUCTIONS TO THE BIDDER & QUALIFICATION CRITERIA**

- a) Tender / Bidding documents containing Invitation to the bid/Tender Notice, Instructions to bidders, Form of Bid, Conditions of Contract Agreement, 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 at CC-38, Street 10, Kh-e-Rahat, Phase-VI, DHA Karachi on or before closing date/time 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](http://www.cbc.gov.pk)
- b) 2% (two percent) earnest money /bid security of Estimated Cost (as per Tender Notice) 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, (As amended upto date). 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.
- c) The Submission of Bids by the contractors implies that they are fully conversant with the, scope of work and terms and conditions laid down in the tender / bid documents.
- d) 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 dully addressed and send to Office of Cantonment Board Clifton at CC-38, Street 10, Kh-e-Rahat, Phase-VI, DHA, Karachi within due date & time of closing of tender box.
- e) **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.**
- f) 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.
- g) Each individual bidder or JV must have valid Registration with PEC and must meet the qualification criteria. (Note: for specific work only)
- h) The **"Technical Proposals/ Bids"** of the firms/ contractors will be evaluated 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.
  - A. Detail of projects of similar nature related to the above mentioned work undertaken by the firm in the last 10 years (in hand/ completed) supported by documentary evidence such as work orders / completion reports in original or attested copies.
  - B. Financial status, Bank balance & certificate from the scheduled bank for the last 5 years.
  - C. The Income Tax Certificate from the concerned department showing Tax payment regarding works / projects executed during last 10 years.
  - D. Details of technical staff for the proposed works, duly supported by attested credentials.
  - E. An affidavit that the firm is neither blacklisted nor in dispute / litigation / arbitration with any Govt. / semi Govt. Department on the left over/ incomplete projects.
  - F. 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.
  - G. The firms / contractors having their own machinery / plant relating to the project.

- H. Only those will be eligible to apply for the tender who have renewed their enlistment with PEC for the year 2022-23.
- I. Incomplete Tender forms will be considered as Non responsive i.e. name of Firm, Quoted rates in words and in figures, signatures of the contractor and stamp of the firm.
- i) 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.
- j) 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.
- k) The contractors / bidders, who quote their bids / rates at a certain percentage below the MES Sch. of Rates 2021/ Engineers Estimate shall be required to submit a performance guarantee of an amount equivalent to that percentage which they have quoted under rule 39 of PPRA Rules 2004(As amended upto date). If the quoted rates will be the 10% below or more than 10% below of the MES Schedule of rates, the maximum amount of performance guarantee shall remain 10% of the Engineers Estimated cost.
- l) Any Item not reflected in the BOQ and required at site, shall be paid in accordance with MES Schedule of rates 2021/prevaling market rates with the approval of the procuring entity / Competent Authority.
- m) All the governments taxes (Federal, Provincial & any other) will be deducted as per prevailing government policy.
- n) Incomplete/ disfiguring/ overwriting/ by hand/ delayed bids shall be declared non-responsive.
- o) Any bid received in the contravention of enabling provisions of PPRA Rules, 2004(As amended upto date) 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) of PPRA Rules, 2004.
- p) Successful bidder shall be bound to execute an agreement with the procuring entity and all terms and conditions including tender notice shall be binding on the bidder.
- q) 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.
- r) As per PPRA Rule 33, the procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.



# CANTONMENT BOARD CLIFTON

Tender Form No. \_\_\_\_\_

## BID FORM-VI

**For M&R Works of damaged/broken sewerage lines including repair/reconstruction of manholes in Cantt. Area as per MES Sch of Rates, 2021 (amended upto date)**

1. Cost of tender form= **Rs. 2000** paid vide Rt. No. \_\_\_\_\_ Dated \_\_\_\_\_
2. Opening date & time of tender 16-03-2023 at 12:30 PM
3. Amount of Earnest Money = Rs. 4.00 (M)  
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.

Repair/maintenance/replacement of damaged/broken sewerage lines including repair/ reconstruction of manholes in Cantt Area.

200.00

### RATE TENDERED

In Figure \_\_\_\_\_ %

**Above**

**Below**

**At Par**

on MES Schedule of Rates 2021

In Words \_\_\_\_\_ %

**Above**

**Below**

**At Par**

on MES Schedule of Rates 2021

\*  **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 that will be carried out during the Financial Year through Annual Contract comprising of Maintenance & Repair Work Estimates based on MES Schedule of Rates 2021 (amended upto date).
2. I/we shall abide by all terms and conditions mentioned in the "Notice of Tender" published in news paper \_\_\_\_\_ 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, 2021(amended upto date).

**Signature of Contractor**

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_



## 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, 2021 (Amended upto date)/;
  - (e). The Cantonments Act, 1924 & the Cantt. Accounts Code 1955; and
  - (f). Integrity Pact.
- (2) Instruction for execution of works under this Agreement shall be given in tranches / portions after issuing of work orders duly approved by the Board vide its Resolution against each work.
- (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) The lowest approved rates of maintenance and repair (hereinafter referred as “M&R”) shall be valid for the financial year 2022-2023 and shall remain effective till the approval of rates for the next financial year 2023-2024.
- (5) If the Contractor shall desire an extension of time for completion of the work on the ground of their 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.
- (6) 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.
- (7) Payments shall be made on approved rates as per MES Schedule of Rates 2021 (amended upto date) and no escalation shall be applicable in this Agreement, what so ever reason.
- (8) 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 works and clearance of Defence Audit whichever is later less any deduction of amount of penalties imposed for unsatisfactory work or for any other reasons.
- (9) The Contractor shall bear all applicable taxes & charges due against the Agreement and shall not charge the same from the Board.
- (10) 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.
- (11) 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.
- (12) 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.

- (13) The Contractor shall prepare and submit their detailed bill to the Executive Officer after completion of the work and the Executive Officer shall then take or cause to taken 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).
- (14) Keeping in view the urgency of work or poor response on contractor's part in execution of works the Executive Officer shall be at liberty to award such M&R work to other enlisted contractor at similar rate after issuance of the notice regarding delay in performance.
- (15) The Contractors 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 Contractors or their representative fail to attend on the day or days appointed for taking subject measurement the latter work shall be proceeded in their absence. Measurement taken thereto shall be final and binding on the Contractor.
- (16) 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 affected by Executive Officer at any time after work has been completed and final payment made.
- (17) 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 Contractors 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.
- (18) 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.
- (19) Where no such items are specified in the schedule value of such materials and services then the same shall be assessed at appropriate rates subject to the percentage of Agreement as approved by the Executive Officer.
- (20) The Contractors shall be responsible for payment or compensation to their workmen under the Workmen's Compensation Act 1923.
- (21) 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.
- (22) Works under or in the course of execution or executed in pursuance of this Agreement shall at all times 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.
- (23) 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.

- (24) 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.
- (25) 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 six months 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.
- (26) In case however, the Contractor fails 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.
- (27) 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 contractors 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.
- (28) 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.
- (29) 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.
- (30) 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.
- (31) 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.
- (32) 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.
- (33) 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.

- (34) 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.
- (35) 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.
- (36) 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.
- (37) The Contractor cannot assign or sublet the Agreement. 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.
- (38) 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.
- (39) 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.
- (40) 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.
- (41) 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.
- (42) 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.
- (43) 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.
- (44) 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, 3<sup>rd</sup> & 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.

- (45) 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.
- (46) 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.
- (47) 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.
- (48) All such additional work shall be executed as per the terms and conditions of this Agreement.

**Executive Officer  
Cantonment Board Clifton**

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“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.**

**Passing Marks 50**

**TECHNICAL BID EVALUATION CRITERIA  
(SEWERAGE WORKS)**

**1.1 Detail of project / GENERAL EXPERIENCE:**

<b>Sr. No.</b>	<b>Description</b>	<b>Marks Assigned</b>	<b>Explanation for Marks Obtained</b>
a)	Projects of similar nature and complexity Completed in last ten years.  No Marks are awarded for works less than specified limits.	15	<ul style="list-style-type: none"><li>• 12 Marks are given if the contractor has completed at least 3 projects of similar nature in last ten years.</li><li>• For less than 3 projects completed use the following weightage. <math>12 \times (A/3)</math></li><li>• For more than 3 projects but less than 6 projects completed use the following weightage. <math>12 + (A/6) \times 3</math></li></ul> A = No of projects of similar nature Completed in last ten years  <ul style="list-style-type: none"><li>• Full Marks are given in case of 6 projects or more.</li></ul>
b)	Projects of similar nature and complexity in-hand during last ten years.  No Marks are awarded for works less than specified limits.	10	<ul style="list-style-type: none"><li>• 8 Marks are given if the contractor has 3 projects of similar nature in-hand.</li><li>• For less than 3 projects in hand use the following weightage. <math>12 \times (A/3)</math></li><li>• For more than 3 projects but less than 6 projects in-hand use the following weightage. <math>8 + (A/6) \times 2</math></li></ul> A = No of projects of similar nature In-hand during last ten years  <ul style="list-style-type: none"><li>• Full Marks are given in case of 6 projects or more.</li></ul>
c)	Electrical works carried out during last five years by the Sub-Contractor/JV Partner.	5	<ul style="list-style-type: none"><li>• 4 Marks are given if the contractor has completed at least 3 projects of similar nature in last five years.</li><li>• For less than 3 projects completed use the following weight age. <math>4 \times (A/3)</math></li></ul>

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
			<ul style="list-style-type: none"> <li>For more than 3 projects but less than 6 projects completed use the following weightage.  <math>4+(A/6) \times 1</math></li> <li>A = No of projects of similar nature Completed in last five years</li> <li>Full Marks are given in case of 6 projects or more.</li> </ul>
d)	Enlistment record with Government Organizations & other agencies	5	<ul style="list-style-type: none"> <li>1 Mark for each enlistment up to maximum of five enlistments.</li> </ul>
<b>Total Marks Allocated</b>			<b>35</b>

## 1.2 PERSONNEL CAPABILITIES:

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
i)	B.Sc Engineers registered with Pakistan Engineering Council (PEC)	9	<p><b><u>Experience (3-Marks) :</u></b></p> <ul style="list-style-type: none"> <li>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.</li> <li>For less than 4 no of B.Sc Engineers having individual experience of 15 years, marks will be given as per following formulas:  <math>= (A/4) * 3</math></li> <li>A = No. of Engineers having individual experience of 15 years or above.</li> </ul> <p><b><u>Strength of Engineers (6 Marks)</u></b></p> <ul style="list-style-type: none"> <li>6 Marks will be given if the total no. of Engineers registered with PEC are 15 nos. or above.</li> </ul>

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

### 1.3 EQUIPMENT CAPABILITY:

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
1	i. Batching Plant (30cuM/hr Cap.) ii. Concrete mixture machine one bag.	10	<ul style="list-style-type: none"> <li>8 Marks for each equipment are</li> </ul>



2	Concrete Pump	10	<p>given if the Contractor meets the minimum requirements given in the prequalification document for each item.</p> <ul style="list-style-type: none"> <li>If the available quantity of each equipment is less than specified limit give weightage as;  <math>8 \times (A / \text{Required Quantity})</math></li> <li>If the available quantity of each equipment is more than the minimum equipment requirement full marks will be given.</li> </ul> <p>A = Available quantity of each equipment of each Item.</p> <ul style="list-style-type: none"> <li>Total Marks =  <math>(\text{Marks Obtained}/120) * 20</math></li> </ul>
3	Crane Mobile (30 Ton Cap.)	10	
4	Scaffolding Pipe / Form Work	10	
5	Dumper Trucks	10	
6	Shovel/ Loader/ Backhoe	10	
7	Steel cutting & Bending Machine	10	
8	Concrete Transit Mixer (6 CuM / hr)	10	
9	Tractor Trolley / Bowzer	10	
10	Generator / Air Compressor	10	
11	Dozer / Grader / Roller	10	
<b>Total Marks Allocated</b>			

#### 1.4 FINANCIAL SOUNDNESS:

Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
a)	Available Bank Credit Line	5	<ul style="list-style-type: none"> <li>3 Marks are given if the available bank credit line limit is equal to 500 Million.</li> <li>For limit less than 500 Million, use following weightage  <math>3 \times (A/500)</math></li> <li>For the limit more than 500 million but less than 1000 million use following weightage  <math>3 + (A/1000) \times 2</math></li> </ul> <p>A= Available Bank Credit Line Limit</p> <ul style="list-style-type: none"> <li>Full Marks are given in case of limit is 1000 million or more.</li> </ul>

b)	Working Capital in last 3 years	3	5	<ul style="list-style-type: none"> <li>• 3 Marks are given if the available average working capital for last three years is equal to 500 Million.</li> <li>• For the capital less than 500 million use following weightage <math>3 \times (A/500)</math></li> <li>• For the capital more than 500 million but less than 1000 million use following weightage <math>3 + (500/A) \times 2</math></li> </ul> <p>A= Average working capital in last three years.</p> <ul style="list-style-type: none"> <li>• Full Marks are given in case of limit is 1000 million or more.</li> </ul>
c)	Registration with income tax department		5	<ul style="list-style-type: none"> <li>• No points will be given if income tax certificate is not attached and 5 points will be added in case of valid certificate.</li> </ul>
d)	Copy of Valid electrical license from Sub-Contractor/ JV Partner		5	<ul style="list-style-type: none"> <li>• No points will be given if license is not attached and 5 points will be added in case of valid license.</li> </ul>
e)	Litigation History in which Decision has been given against the firm(s)		5	<ul style="list-style-type: none"> <li>• 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.</li> </ul>
f)	Blacklisting from any agency		5	<ul style="list-style-type: none"> <li>• 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.</li> </ul>
<b>Total Marks Allocated</b>				<b>30</b>

## Integrity Pact

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

Contract Number: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Value: 200.00 (M)

Contract Title: Repair/Maintenance/Replacement Of Damaged/Broken Sewerage Lines  
Including Repair/ Reconstruction Of Manholes In Cantt Area.

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)