



CANTONMENT BOARD CLIFTON
CC-38, Street 10, Kh-e-Rahat, Phase-VI, DHA, Karachi-75500
Ph. # 99266931-2, 99266933-4, 99266936, 99266935, Fax 99266945
Website: www.cbc.gov.pk

No.CBC/Store/ 73986

Dated: 20 May, 2024

To,

The Deputy Director,
Public Procurement Regulatory Authority,
1stFloor, FBC Building near State Bank,
Sector G-5/2, 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 EV57980 dated 02.02.2024.

Enclosed: **(As stated above)**

Copy to:

Master File.


EXECUTIVE OFFICER
CLIFTONCANTONMENT

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 4-5 Months
- 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 2023-24

➤ 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 04-03-2024
(Attach a copy of agreement)

➤ CONTRACT AWARD PRICE 88.920 (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 PROCUREMENT COMMITTEE MEETING HELD ON
14/12/2023

Subject: **PROCUREMENT OF 03 NUMBERS OF MECHANICAL SWEEPERS MOUNTED ON MITSUBISHI FUSO CENTER EURO II CHASSIS FOR ROAD SWEEPING CLIFTON CANTT.**

Reference/Authority: Rule 42 (c) (i, ii & vii) of PPRA Rules 2004, Rule 19 of the Pakistan Cantonments Account Code, 1955 as amended vide SRO No. 184 (1)/06 dated 1/3/2006, CBR No. 2.1 dated 21-12-2021 and CBR No. 5.4 dated 21-11-2023.

To consider procurement of 03 Nos of Mechanical Sweepers mounted on Mitsubishi Fuso Center Euro II Chassis for Road sweeping, pursuant to the rates called from M/s Fuso Master Motors (Pvt) Ltd vide CBC letter No. CBC/Store/66348 dated 23.11.2023 and rates received vide letter dated 13.12.2023 directly from manufacturer M/s Fuso Master Motors (Pvt) Ltd as per Rule 42 (c) (i, ii & vii) of the PPRA Rules 2004. The details are given as under:-

Sr. No.	Description	Unit Price with GST	Qty	Unit Price with GST
1	<u>JAPANESE - MITSUBISHI FUSO CANTER</u> <ul style="list-style-type: none">• Mounted Mechanical Sweeper (Imported Components)• Engine: 4 stroke -cycle, water cooled direct injection diesel with turbocharger & intercooler• 136 HP, Euro II• 9 Ton GVW	29,640,000/-	3	88,920,000/-
Total				88,920,000/-

TERMS AND CONDITIONS

Duty/Taxes	The above price is based on current duties and taxes. Any change in Government Taxes / Duties Rates at the time of invoicing & before delivery of vehicle will be borne by the customer. Furthermore any Tax / Duty if imposed incoming budget will be at your account
Validity	30 days from the date of quotation
Delivery	4-5 months (CKD fresh Import)
Payment	40% Advance, remaining 60% in 3 (20%) monthly installments.
Color	As per the requirement
Warranty	Engine & Chassis warranty covers 100,000 KMs or one year whichever comes first.
Force Majeure	Standard Force Majeure clause as recognized by the law of Pakistan will be applicable.
GST & NTN	Sales Tax Registration No. 1700360667414 & National Tax Number 3606674-5

Product Support

Spare Parts and After Sales Services are provided Pan-Pakistan via company owned service stations and various 3S, 2S and 1S dealers across the board

Recommendation of Procurement Committee:-

"In view of the above we the committee members after considering all the factors consider it appropriate to recommend to the Board for the procurement of 03 Nos of Mechanical Sweepers mounted on Mitsubishi Fuso Center Euro II Chassis for Road sweeping amounting to Rs.88,920,000/- directly from manufacturer M/s Fuso Master Motors (Pvt) Ltd under rule 42 (c) (i, ii & vii) of the PPRA Rules 2004 (as amended upto date)".



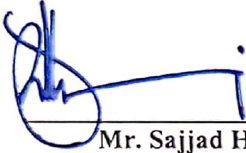
Addl. CEO, CBC



Maj Faheem Khan
DAAG, Sta HQs



Assistant Secretary, CBC



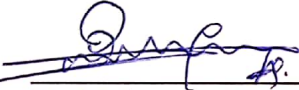
Mr. Sajjad Haider
Incharge Sanitation Branch, CBC



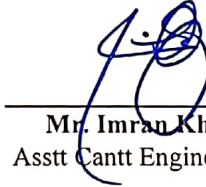
Ms. Shagufta Nasreen,
Elected Member



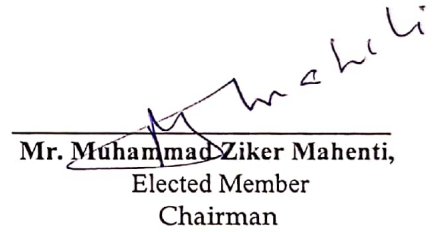
Mr. Abdul Hameed Baloch
Elected Member



Mr. Muhammad Qamar Ali
Store Keeper, CBC
Coordinator Procurement Committee



Mr. Imran Khan
Asstt Cantt Engineer, CBC



Mr. Muhammad Ziker Mahenti,
Elected Member
Chairman

COPY OF CBR NO.6.32 DATED 23-12-2023

6.32 PROCUREMENT OF 03 NUMBERS OF MECHANICAL SWEEPERS MOUNTED ON MITSUBISHI FUSO CENTER EURO II CHASSIS FOR ROAD SWEEPING CLIFTON CANTT.

Reference/Authority: Rule 42 (c) (i, ii & vii) of PPRA Rules 2004, Rule 19 of the Pakistan Cantonments Account Code, 1955 as amended vide SRO No. 184 (1)/06 dated 1/3/2006, CBR No. 2.1 dated 21-12-2021, CBR No. 5.4 dated 21-11-2023 and Procurement Committee Meeting held on 14-12-2023.

To consider procurement of 03 Nos of Mechanical Sweepers mounted on Mitsubishi Fuso Center Euro II Chassis for Road sweeping, pursuant to the rates called from M/s Fuso Master Motors (Pvt) Ltd vide CBC letter No. CBC/Store/66348 dated 23.11.2023 and rates received vide letter dated 13.12.2023 directly from manufacturer M/s Fuso Master Motors (Pvt) Ltd as per Rule 42 (c) (i, ii & vii) of the PPRA Rules 2004. The details are given as under:-

Sr. No.	Description	Unit Price with GST	Qty	Unit Price with GST
1	<u>JAPANESE - MITSUBISHI FUSO CANTER</u> <ul style="list-style-type: none">Mounted Mechanical Sweeper (Imported Components)Engine: 4 stroke -cycle, water cooled direct injection diesel with turbocharger & intercooler136 HP, Euro II9 Ton GVW	29,640,000/-	3	88,920,000/-
Total				88,920,000/-

TERMS AND CONDITIONS

Duty/Taxes	The above price is based on current duties and taxes. Any change in Government Taxes / Duties Rates at the time of invoicing & before delivery of vehicle will be borne by the customer. Furthermore any Tax / Duty if imposed incoming budget will be at your account
Validity	30 days from the date of quotation
Delivery	4-5 months (CKD fresh Import)
Payment	40% Advance, remaining 60% in 3 (20%) monthly installments.
Color	As per the requirement

Warranty	Engine & Chassis warranty covers 100,000 KMs or one year whichever comes first.
Force Majeure	Standard Force Majeure clause as recognized by the law of Pakistan will be applicable.
GST & NTN	Sales Tax Registration No. 1700360667414 & National Tax Number 3606674-5
Product Support	Spare Parts and After Sales Services are provided Pan-Pakistan via company owned service stations and various 3S, 2S and 1S dealers across the board

The case was placed before the Procurement Committee in its meeting held on 14-12-2023 and the committee has recommended the rates of Rs.88,920,000/- quoted by M/s Fuso Master Motors (Pvt) Ltd on behalf of the Board being procuring entity.

--sd--
Addl. CEO, CBC

--sd--
Maj Faheem Khan
DAAG, Sta HQs

--sd--
Assistant Secretary, CBC

--sd--
Mr. Sajjad Haider
Incharge MT Workshop Ph-VIII, CBC

--sd--
Ms. Shagufta Nasreen,
Elected Member

--sd--
Mr. Abdul Hameed Baloch
Elected Member

--sd--
Mr. Muhammad Qamar Ali
Store Keeper, CBC
Coordinator Procurement Committee

sd
Mr. Imran Khan
Asst Cantt Engineer, CBC

--sd--
Mr. Muhammad Ziker Mahenti
Elected Member
Chairman

As the Budget provision for the said expenditure does not exist in the approved Budget Estimates for the year 2023-24, therefore, sanction to meet the said expenditure out of closing balance for the year 2023-24 shall be required from the Competent Financial Authority i.e. DML&C Karachi Region.

After approval of the above mentioned most advantageous bid, evaluation report shall be announced as per Rule 35 of PPRA Rules, 2004 (as amended upto date). Moreover, the procurement contract shall be awarded to the manufacturer after 15 days of the announcement of the evaluation report.

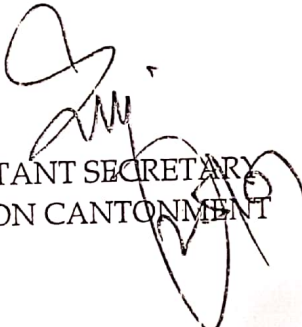
Relevant file is placed on the table for perusal please.

The case is placed before the Board for consideration and approval under section 43 of the Cantonments Act, 1924 (As amended).

Resolution

Considered and the Board unanimously approved the procurement of 03 Nos of Mechanical Sweepers mounted on Mitsubishi Fuso Center Euro II Chassis for Road sweeping @ Rs.88,920,000/- directly from M/s Fuso Master Motors (Pvt) Ltd under Rule 42 (c)(i, ii & vii) of the PPRA Rules 2004 (as amended up to date) mentioned on agenda side as per recommendations of the Procurement Committee in its meeting held on 14-12-2023 subject to sanction of the Competent Financial Authority i.e. DML&C Karachi Region to meet the said expenditure out of closing balance for the year 2023-2024.

C. T. C.


ASSISTANT SECRETARY
CLIFTON CANTONMENT

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)(i, ii & vii) of PPRA Rules, 2004 (as amended upto date)
3. Title of Procurement: Procurement of 03 Nos of Mechanical Sweepers mounted on Mitsubishi Fuso Center Euro II Chassis for Road sweeping, Clifton Cantt
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

<u>Name of Bidder</u>	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	88,920,000/-	Accepted under rule 42(c)(i, ii & vii) of PPRA Rules, 2004 (as amended upto date)

Lowest Evaluated Bidder: M/s. Fuso Master Motors (Pvt) Ltd Rs.88,920,000/- has approved by the Board vide CBR No.6.32 dated 23.12.2023..

Sr. No.	Description	Unit Price with GST	Qty	Unit Price with GST
1	<u>JAPANESE - MITSUBISHI FUSO CANTER</u> <ul style="list-style-type: none"> • Mounted Mechanical Sweeper (Imported Components) • Engine: 4 stroke -cycle, water cooled direct injection diesel with turbocharger & intercooler • 136 HP, Euro II • 9 Ton GVW 	29,640,000/-	3	88,920,000/-
Total				88,920,000/-

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

Signature: 

Official Stamp:

***Standard Bidding Documents (SBD).**


Evaluation Results

Organization Name: Cantonment Board

Evaluation No Evaluation Result Title


Download Uploaded Date

EV57981 Cantonment Board
Final Evaluation
Supply/Fixing of Parts / Fabrication

 2/2/2024


TSS529145E

EV57980 Cantonment Board
Final Evaluation
Mechanical Sweepers

 2/2/2024


EV57979

Cantonment Board
Final Evaluation
Agriculture Tractor

 2/2/2024

EV57978

Cantonment Board
Final Evaluation
Conversion of Garbage Dumpers..

 2/2/2024

EV57975

Cantonment Board
Final Evaluation
Lifting of 02 Intersection...
JCB-15-01-2024-2637
TSS29930E
Cantonment Board

 2/2/2024

- Home
- NLP Trainings
- Public Tenders
- EPADS Trainings
- Tender Search
- Annual Reports
- Legal Documents
- Policy Guidelines
- Procurement
- Online Query
- Query/Reply
- Frequently Asked Questions
- Registered Suppliers
- PPRA Board
- Downloads (SRO, Manuals, Forms)
- Active Black Listed Firms
- Archive De-Listed Black Listed Firms
- Procurement Planning
- Evaluation Results
- Procurement Contracts
- Grievances Redressal Committees
- Misc. Laws and Acts
- Tender Guidelines
- Contact Us



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/2023-24/Clifton/Vol:1/511
Dated the 04th February, 2024

To,

The Executive Officer,
Cantonment Board, Clifton.

Subject: **APPROVAL FOR PROCUREMENT OF 03 NUMBERS OF MECHANICAL SWEEPERS MOUNTED ON MITSUBISHI FUSO CENTER EURO II CHASSIS FOR ROAD SWEEPING CLIFTON CANTT.**

Reference CB Clifton letter No. CBC/Accounts/69165, dated 16-01-2024.

2. In the circumstances stated in your letter referred to above and as approved by the Board vide C.B.R No. 6.32, dated 23-12-2023, sanction of the Competent Authority (CFA) i.e DML&C Karachi is hereby accorded for the procurement of 03 Nos of Mechanical Sweepers mounted on Mitsubishi Fuso Center Euro II Chassis for Road sweeping as per detail given below out of closing balance for the year-2023-24 subject to strict adherence of Cantonment Board Budget Rules-1966, Pakistan Cantonment Account Code-1955, fulfillment of all the legal /codal formalities and usual audit check :-

Sr. No.	Description	Unit Price with GST	Qty	Unit Price with GST
1	<u>Japanese - Mitsubishi Fuso Center.</u> <ul style="list-style-type: none">Mounted Mechanical Sweeper (Imported Components).Engine: 4 stroke -cycle, water cooled direct injection diesel with turbo charger & intercooler.136 HP, Euro II9 Ton GVW.	29,640,000/-	03	88,920,000/-
Grand Total				Rs. 88,920,000/-

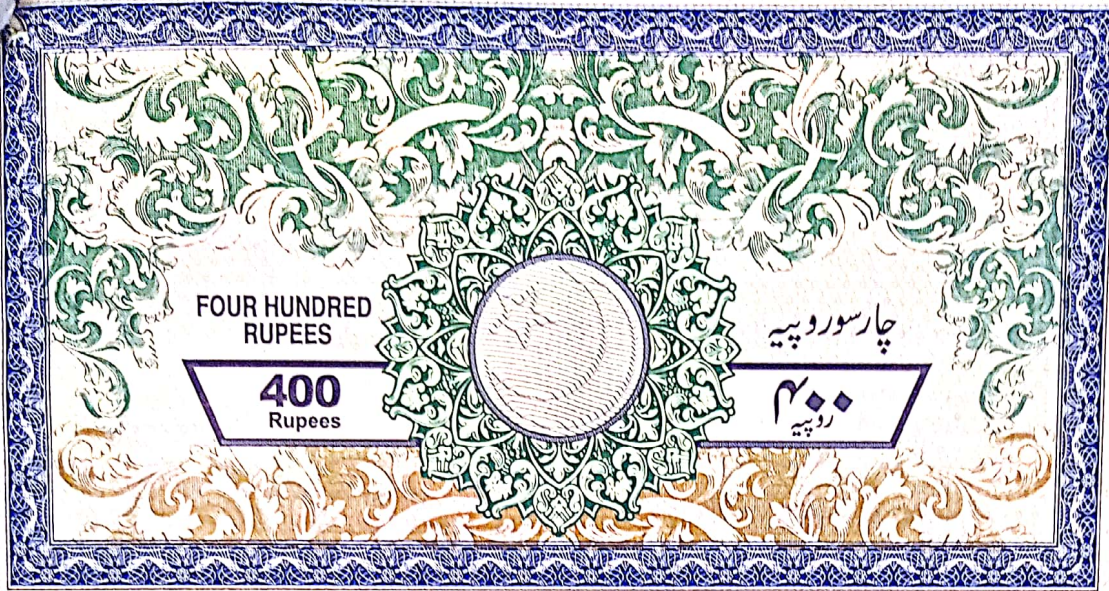
Payment Method: 40% Advance, remaining 60% in 3 (20%) monthly installments.


(WASIM SHAHID)

Director,
Military Lands & Cantonments
Regional Headquarters, Karachi

Copy to :-

Master File (Accounts Branch).



SARDAR ALI STAMP VENDOR
Licence # 18, Shop # 58, SITE Market
SITE Karachi
S No. 646310
ISSUED BY S. SHAHID ALI
THROUGH WITH ADDRESS S. SHAHID ALI
PURPOSE Advocate Leg. # 833
VALUE RS. ATTACHED
STAMP VENDOR'S SIGNATURE
This Stamp Paper is not valid for Divorce & Free Will Purposes

15 FEB 2024

VEHICLE PURCHASING AGREEMENT

This VEHICLE PURCHASE AGREEMENT (the "Agreement") is made and entered into at Karachi dated 04/3/2024

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.(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. 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.

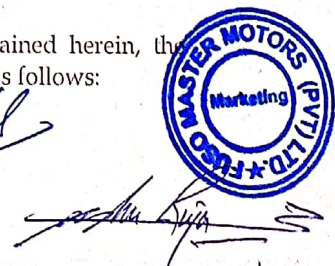
(The Seller and Buyer shall hereinafter be collectively referred to as the "Parties")

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").

C. 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:

Sr. No.	Description	Unit Price with GST	Qty.	Unit Price with GST
1	JAPANESE - MITSUBISHI FUSO CANTER <ul style="list-style-type: none">• Mounted Mechanical Sweeper (Imported Components)• Engine: 4 stroke -cycle, water cooled direct injection diesel with turbocharger & intercooler• 136 HP, Euro II• 9 Ton GVW	29,640,000/-	3	88,920,000/-

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:

Page 2 of 8

Q.12

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- a. 40% Advance Rs. 35,568,000/- Along with Purchase order/ Work Order.
- b. 20% 1st Installment 17,784,000/- (Monthly)
- c. 20% 2nd Installment 17,784,000/- (Monthly)
- d. 20% 3rd Installment 17,784,000/- (Monthly)

1.4 Delivery Time Period of Vehicles:

4~5 months from the date of Advance payment

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 1 year of only 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 signing of the Agreement or even after the signing of the Agreement.

Q.1/1/1/1

Yaqub



(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:

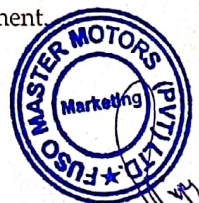
(a) Use all reasonably practicable measures available to them so as to prevent or mitigate any delay in the transfer of ownership and possession of the Vehicles; and

(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.

Signature

Signature



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,
Darul Aman Society, Karachi.

Yaqub



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

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

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Variation/Amendment

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

No Assignment

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

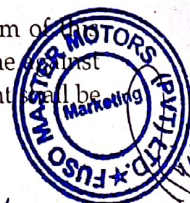
Waiver

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

Page 6 of 8

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Third Party Rights

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

Invalidity/Severability

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

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

No Partnership, Agency, etc.

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

Whole Agreement

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

Counterparts

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

Further Assurances

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

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

Maynil



Q/m

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.

On Behalf of Seller



[Signature]

Name: Raja M. Tesham.

NIC #. 42501-3563394-3

Witness

[Signature]

Name: M. FARAZ HASSAN

NIC No 42101-0987152-3

On Behalf of Purchaser/Buyer

[Signature]

Name: Najeeb wali

NIC#. Vice President

Witness

[Signature]

Name: M. Khan

NIC# 21102-8563380-1

COUNTERSIGNED

[Signature]
Executive Officer
Clifton Cantonment