



CANTONMENT BOARD MANORA

40 Qasim Road, Manora Cantt.

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No CBM: 1PID/2022/924

Dated 27 Apr, 2022

To,

- (i) **Public Procurement Regularity Authority**
Cabinet Division, Govt of Pakistan,
Federal Bank for Corporative Buildings,
1st Floor, Sector G-5/2, Near SBP,
Islamabad.
- (ii) **The Deputy Director,**
Press Information Department,
Regional Office, Karachi.

Subject: **PUBLICATION FOR 'INVITATION OF COUNTER PROPOSAL/
BID IN LIEU OF UNSOLICITED PROPOSAL' – CANTT BOARD
MANORA**

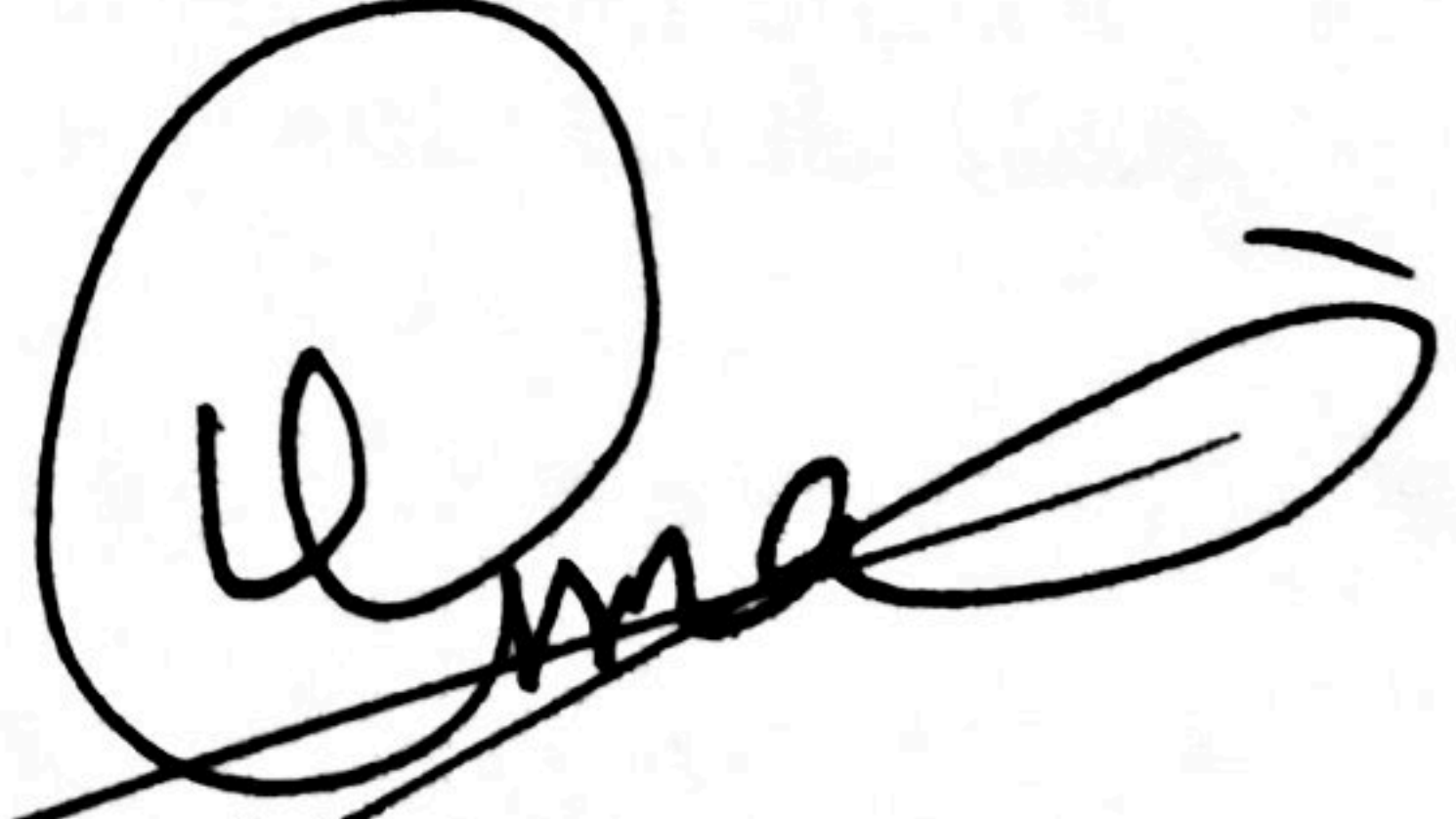
2. Please find enclosed herewith a Notice for publication in 02 X Daily leading National newspapers (*English & Urdu*) on or before **30-04-2022** (One insertion only). The notice may be conveyed in minimum space.

3. Please submit tear-sheets of the relevant newspaper for our record.

Encl: (01 Tender Notice)

Copy to:-

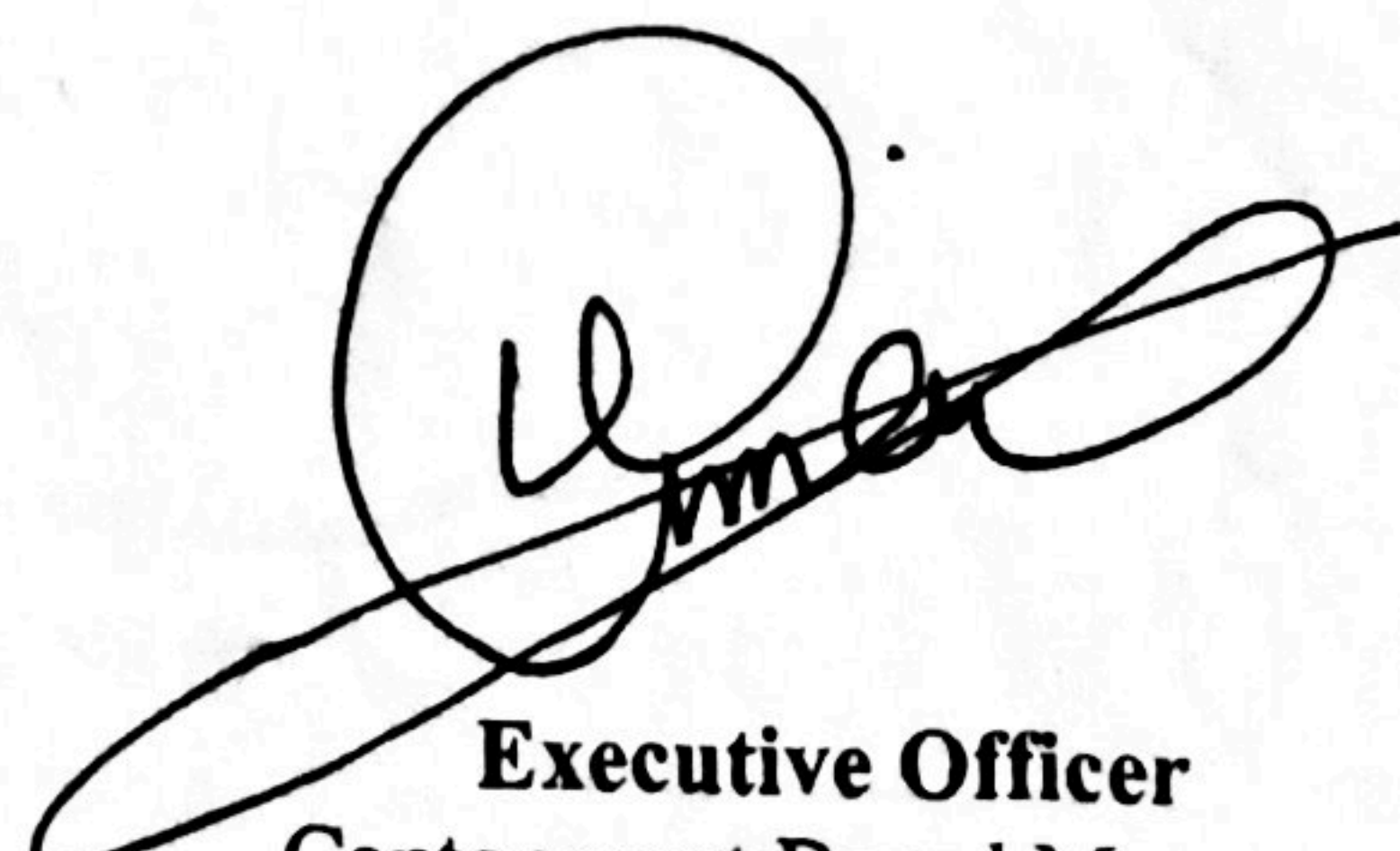
1. The Information Officer (PID)
2. Revenue Superintendent
3. Account Branch
4. Master File


(Umair Mehboob)
Executive Officer
Cantonment Board Manora

CANTONMENT BOARD MANORA
INVITATION FOR COUNTER PROPOSAL/ BID IN LIEU OF
AN UNSOLICITED PROPOSAL
UNDER RULE 37 (A) OF PPRA RULES, 2004

Cantonment Board Manora being a Procuring entity invites Counter proposals/ Bids against an unsolicited proposal from companies, firms and enterprises etc duly registered with Govt. of Pakistan (FBR) or SRB, (Govt. of Sindh) for Operation & Maintenance Rights of “**Manora Beachfront Park**” situated at Beach View site, Manora Cantt. The counter proposals (bids) are called under Rule 37 (A) of PPRA Rules, 2004 for Operation and Maintenance of this massive Beachfront Park as well beautification and development of its amenities initially for a period of 3 years extendable for a similar future term. The intent is to outsource the operation and maintenance as well Fee collection rights (being a public amenity) of the Beachfront Park. Development initiatives (with the consent of procuring agency) for the greater entertainment of public may also be added. The maintenance of the park shall include but not limited to (1) Repair and maintenance of lights (2) Proper cleanliness of the whole facility; (3) beautification of Amenity; (4) Maintenance of washrooms & Gazebos, (5) Maintenance of Footpaths, Paving Stones, Signage and sitting area within the park (6) Painting, repair and maintenance of Retaining Walls and structure. The initiator, who has submitted the Unsolicited Proposal, is exempted from the bidding procedure, however, he must also conform to the TORs and other conditions to actualize the spirit of Rule 37 (A).

- The park will remain a public park and all the original installations will be kept intact. Cantt Board Manora will not be required to provide any financial assistance/ support during the contract period. The contractor will collect money from its existing resources and sports facilities (if he wishes to add them) and will be responsible for all the expenses of utilities and maintenance of the park. Further, the contractor (being the tenant) will be required to pay a certain monthly amount to Cantt Board Manora (This amount will be the financial bid as under Rule 36 (b) of PPRA). The contractor may also add different services like Food Court, Game Stalls, Gaming Zone, Festivals, Musical Concerts (with the prior permission of the Board).
- The Scope of the Project has been defined in the bidding documents. The conditions illustrated in the TORs and the bidding documents must be fulfilled. A complete set of bidding documents (containing TORs, evaluation criteria) can be obtained on submission of a written application and upon payment of a non-refundable fee of Rs. 5,000/- PKR from the office of Cantt Board Manora, 40 Qasim Road, Manora Cantt, Karachi on any working day from 06-05-2022 onwards until the closing date. The TORs are not exhaustive and the Board reserves the right to add further clauses if it thinks fit for the purpose of Cantt Administration but those additional clauses shall not deviate from original TORs. The documents can also be obtained in soft form upon a written request (Email) but the bidder must pay Rs. 5000/- at the time of submission of documents.
- The bids must be accompanied by a Bid security of Rs. 5 (M) in the shape of Bank Draft/ Pay Order in the name of “**Executive Officer, Cantt Board Manora**”.
- The pre-qualification documents/ proposals prepared in accordance with Rule 36 (b) and 37 (A) of the PPRA Rules must reach office of Cantt Board Manora, 40 Qasim Road, Manora Cantt, Karachi on or before 21-05-2022 (closing date) till 1100 hours. The proposals will be opened on the same day at 1130 hours in the presence of the bidders or their representatives who may choose to be present under Rule 28 (2) of the PPRA Rules, 2004. The firms pre-qualified will be intimated on that very day. Those firms will then be required to submit Technical & Financial proposals by 25-05-2022 as required under Rule 36 (b) of PPRA. The security of the unsuccessful bidders will be returned.
- **Place:** Issuance; inquiry and opening shall be made from the office of Cantonment Executive Officer, Cantonment Board Manora; Phone Number 021-99232156 & Email: cbmanora75@gmail.com.
- The advertisement is also available on PPRA website at www.ppra.org.pk and CBM website at www.cbmanora.gov.pk.
- Any proposal received in contravention of enabling provisions of PPRA Rules, 2004 will be declared non responsive by the Board being procuring entity. Cantonment Board Manora, reserves the right to accept or reject any proposal on technical/ administrative grounds under Rule 33 (1) of PPRA Rules, 2004 (As amended upto date).
- The procuring agency reserves the right to cancel the Invitation proceedings without assigning any reason.


Executive Officer
Cantonment Board Manora

TORs

In lieu of Counter Proposals regarding an “Unsolicited Proposal” to outsource Management Rights of Manora Beachfront Park

Cantonment Board Manora (CBM) being a procuring agency is committed to facilitate its residents/ tax payers in all possible ways. For providing facilities of entertainment to general public, CBM has received an “*Unsolicited Proposal*” for operation and maintenance of “*Manora Beachfront Park*”, Manora Cantt.

Therefore, it is notified for general information of the interested companies/ firms/ enterprises etc that the Management, Operation and Maintenance rights of the newly established “*Manora Beach Water Front Park*” comprising 7.7 acres land (approx) situated at Beach View site, near “*Manora Beach Resort*”, Manora Cantt are to be awarded on the basis of counter proposals (with the proposal to be considered on the basis of both Technical & Financial bid with the financial bid clearly specifying the monthly or annual rent to be payable to the Cantonment Board by the company during the whole period of tenancy term) as required **under rule 37(A) of PPRA** alongwith rights of water sports and recreational tourism activities as well collection rights of different fees as per approved rates of the Board (*i.e. Gate Entry Fee, Parking Fee, Washroom Fee, Gazebo Fee etc*) for a period of **three (03) years**, extendable for a further period of **Three (03) years** subject to satisfactory performance and non-receipt of any complaint from public or higher Authority. The location of the park offers a resplendent view of the majesty of the Arabian Sea and the beauty of Manora Island. The park offers an immediate access to the sea.

The proposals are invited **under Rule 37-A of the PPRA Rules, 2004** (as amended upto date) from the reputed companies/ firms/ enterprises etc on the ***Terms & Conditions*** which are available on PPRA website (www.ppra.org.pk) and the website of Cantt Board Manora (www.cbmanora.gov.pk) as well can be obtained on the payment of nominal charges from the Board’s Office.

TERMS & CONDITIONS (TORs)

Regarding Management Rights of Manora Beachfront Park

1. The interested company must deposit a Bank Draft/ Pay Order worth **Rs. 5.00 (M)** in the name of **Cantonment Executive Officer**, along-with copy of CNIC at the time of submission of counter proposal in lieu of the **“Unsolicited Proposal”** in the office of Cantonment Board Manora.
2. Bank Draft/ Pay Order shall be returned to the unsuccessful companies/ enterprises except successful company after completion of the process.
3. Company must be registered with Government of Pakistan/ Federal Board of Revenue (FBR) or Provincial Government (SRB) and Sales Tax Department.
4. Company must be a private limited/ public sector organization.
5. Company must have an experience of operation & maintenance of similar nature projects of at least 03 years.
6. The Net Worth of the company should be at least 500 million (50 crore Pakistani rupees) or more as per its latest audit accounts report and following documents are a must:
 - i. Income Tax returns for the last 03 years
 - ii. Affidavit that the firm is not blacklisted and is not in litigation with any Cantt of Karachi Region.
7. Company must pay the Govt. taxes as per rates fixed, from time to time, by the Government of Pakistan/ Federal Board of Revenue (FBR) or Provincial Government (SRB).
8. Any company firm/ organization etc. who is defaulter of Cantonment Board Manora is not eligible for submitting proposal.
9. The proposal be prepared in accordance with Rule 37-A of the PPRA Rules, 2004.
10. Management/ collection rights period shall be initially for three (03) years, extendable for a further period of three (03) years, with the mutual consent of both the parties subject to satisfactory performance. In case of un-satisfactory performance or receipt of various complaints from the public or higher authorities during the tenure of agreement, next term shall not be extended.
11. The procedure of PPRA rule 36 (b) & 37 (A) will be adopted. A complete set of Guidelines is available in bidding document which can be obtained from Cantonment Board Manora.
12. Any proposal received in contravention of enabling provisions of PPRA rules, 2004 will be declared non responsive by the Board being procuring entity. Cantonment Board Manora being procuring entity reserves the right to accept or

reject any proposal on technical/ administrative grounds under rule 33 (1) of PPRA Rules, 2004 (As amended upto date).

13. The agreement shall be executed between the successful company and the Board within 30 days after approval of the Board.
14. The successful company shall produce non-judicial stamp papers of appropriate value within Fifteen (15) days after approval of the bid/ proposal from the Board.
15. After possession of the premises, company shall be allowed for installation of necessary décors and equipment to add to the versatility of the operations of park without stopping visitors.
16. The successful company/ tenant shall pay Rs. 10 (M) as Security within 30 days after approval of the Board which will be refundable after successful completion of term of three years or extended one, whichever is earlier.
17. The successful company/ tenant shall deposit bid amount as a rent in shape of equal monthly installments during whole contractual period.
18. The company/ tenant shall submit Post-dated Cheque (s) equal to rent of 36 months within 30 days after approval of the Board.
19. Rent for two consecutive months if became due and remained unpaid despite a notice demanding such payment, it will be a sufficient cause for ejection. Such notice shall be served on the company/ tenant by registered post, acknowledgment due both at the demised Premises and the Head office of the company demanding payment within one month from the delivery thereof; or if the company (Lessee) has sublet the premises in contravention of this agreement.
20. The company/ tenant will operate the Manora Beach Park as one integrated unit alongwith the rights of collection of its entry gate fee, parking fee, washroom fee, Gazebo fee etc as well right of access to the beach for running beach motors/ sports vehicles and other recreations.
21. The company may add further stalls for provision of necessary services or to enhance entertainment of the public at its own cost under the so-called 'Development Work' after the necessary approval of the Board.
22. Payment of utility bills i.e. Electricity, Sui Gas, Water will be the responsibility of the company/ tenant of Manora Beach Park.
23. The company/ tenant shall be entitled to use the premises at its own free will without any hindrances by the lessor i.e. the Cantonment Board or its staff / employees but the Cantonment staff can only enter for checking and supervising the work under the relevant provisions of Cantt Act or Pure Food Act, 1966, as authorized by the Board.

24. The company/ tenant is allowed and has complete rights to operate the park; however the rates of entry fee, washroom fees etc. cannot be enhanced without prior permission of the Board. Any objection arising from any other entity will be handled and/or neutralized by the Board and the Board will ensure that the rights of the company/ tenant are fully protected subject to provisions of Cantt Act, 1924.
25. The company/ tenant shall be bound to share the details of its staff which is to be deployed in the park alongwith CNIC copies.
26. In case of any addition / alteration to be made therein, the written approval of the Cantonment Board or its Executive Officer shall be a pre-requisite.
27. That all such fittings and fixtures which are fixed already shall remain the property of the Board, and in case of permanent additions / alterations and after determination of initial or extended period of the agreement made therein, the same shall be the property of the Board i.e. Cantonment Board without any payment / compensation and no claim whatsoever at any forum including law courts will be entertained.
28. The company/ tenant shall be responsible for cleanliness of the park as well its all sites including beach area and its surrounding. Rubbish/ waste shall be thrown in the rubbish points which will be installed by the Company at different places. However, for removal of waste from the site through the agency of the Board, a separate agreement will be executed between both the parties on the request of the company/ tenant.
29. If it becomes evident to the Board that the company/ tenant is becoming a nuisance, the Board may give company/ tenant a notice requiring it to Show Cause as to why should it not be ejected and if sufficient cause is not shown to the satisfaction of the Executive Officer, another notice to vacate the Manora Beach Park within one month's time will be served, failing which the company/ tenant may be evicted from the Manora Beach Park by force at its own risk and cost and full security deposit and advance rent (after any deduction) shall be refunded to company/ tenant /lesser at the time of eviction.
30. The company/ tenant will have complete, open and easy access to the Manora Beach Park via road and via boat/water using any and all public docking and/or embarkation/disembarkation points at the Manora, for all personnels, material and/or equipment transportation 24/7/365, that is at any time of the day only, round the year, without any hindrances, hurdles or stoppages, except for security reasons.
31. It will remain a Public Park; and no member of general public will be barred from entry or discriminated against.
32. The park has been established at a prime/ strategic location. Whenever, the land, on which park is situated, is required to be used for strategic/ military project, the tenant would be given notice three months in advance for vacation of Beachfront Park

33. If at any stage, the company/ tenant desires to discontinue its tenancy contract, it will have to return the demised premises in a perfectly ordered and original position without any damage. In case of any damage to the premises, that is the Manora Beach Park, the loss shall be recovered from the security and company shall have to clear all CB dues up to that date without fail. After such recovery from the security deposit, all the remaining security deposit will be immediately returned to the company/ tenant by the Board.
34. That all the officers/ officials of the Cantonment Board/ ML&C department/ Navy shall be exempted 50% from any kind of charges on the rack rates of the company/ tenant during their visit in the park and the food items will be charged on concessional rates.
35. The company/ tenant is to ensure that no one uses quad copter or any other flying object for recording purpose due to sensitive installations in the vicinity. However, for amusement purpose, it can be done subject to permission of the Board.
36. That the company/ tenant shall be bound to follow Rules/ Bye-laws/ Departmental instructions and instructions of the CEO/ Board issued from time to time.
37. The Board and the company/ tenant will jointly ensure that absolutely no consumption of alcohol or any other intoxicating material occurs in or around the Manora Beach Park. The representatives of the company/ tenant present at the premises and/or those making the reservations will make all efforts to inform all customers, guests, visitors, occupants of the Manora Beach Park, in advance, or on the spot that the consumption of liquor and/or any intoxicating material is not allowed.
38. In case of any emergency declared by the Federal Government or Provincial Government detrimental to the business of the company within that vicinity which may cause loss or create hindrances in collection of amount by the company for some specific period, in such an eventuality and in consideration of the impending lockdowns due to COVID-19 scenario which again create an uncertain business climate, the company may claim exemption/ compensation from the Board for such particular period of emergency. However, the decision of the Board shall be final regarding the acceptance, partial acceptance or otherwise of the claim.
39. In the scenario of afore-mentioned matter in **Point 38** above, all rental/other chargeable dues will be waived off for that period by the Board, subject to approval by the latter on the application made.
40. The company/ tenant will be responsible for road clearance/ traffic regulations in surrounding of Manora Beach Park in order to avoid hindrance in the VIP route as well to avoid congestion that might cause inconvenience for the general public.
41. In case of any dispute between both the parties, the Director, ML&C Karachi shall have the right to act as the arbitrator or appoint any other arbitrator. The decision of the DML&C Karachi shall be final and will not be challenged at any forum including Law Courts.

42. The company/ tenant will have full right and liberty to operate any and all its activities, services and/or recreational, dining, sports, playing, entertainment and/or fun facilities at the Manora Beach Park subject to reasonable restrictions by law and provisions of Cantt Act, 1924 and/or the beach in front of it as per the time that may be decided as per contract agreement and keeping in view the restrictions that may be imposed by the Board due to security reasons (to be conveyed beforehand).
43. Upon completion of tenure/ contract, company/ firm will be responsible to handover the park in its actual condition (alongwith original installations) in which the park was taken over at initiation of contract.



(Umair Mehboob)
Executive Officer
Cantonment Board Manora