



GOVERNMENT OF SINDH
LOCAL GOVERNMENT & HTP DEPARTMENT

Karachi, dated the 7th August, 2025

R&I
41963-H

Date 07.08.2025

NOTIFICATION

No. SO-V(LG)/31-10/2024:- With the approval of the Competent Authority, a Procurement Committee for Town Municipal Corporation Saddar, District South, Karachi comprising following members for M&E Department is hereby constituted under Rule-7 & 8 of the SPPRA Rules, 2010 (Amended upto date):-

SR#	DESIGNATION	POSITION
1.	Superintending Engineer (M&E), TMC Saddar	Chairman
2.	Executive Engineer (M&E), TMC Saddar	Member
3.	Executive Engineer, Rural Development Department	Member

The functions and responsibilities of procurement committee shall be as under Section 7 & 8 of SPPRA -2010 (Amended upto date):-

- i) Preparing bidding documents
- ii) Carrying out technical as well as financial revaluation of the bids;
- iii) Preparing evaluation report as provide in Rule-45 of SPPRA, 2010 (Amended upto date);
- iv) Making recommendations for the award of contract to the competent authority and
- v) Perform any other function ancillary and incidental to the above

-DR. WASEEM SHAMSHAD ALI-
SECRETARY TO GOVT. OF SINDH

NO.SOV(LG)/31-10/2024:-

Karachi dated the 7th August, 2025

A copy is forwarded for information:-

1. The Chairman / Town Municipal Commissioner, TMC Saddar, District South, Karachi.
2. The Director, Sindh Public Procurement Regulatory Authority, Karachi.
3. The Regional Director, Local Government, Karachi Division.
4. The Members (all).
5. The Director, Local Fund Audit, Karachi.
6. P.S. to Secretary, Local Government & HTP Department, GoS Karachi.
7. P.S. to Special Secretary (LG), Local Govt. & HTP Department, GoS Karachi.
8. P.S. to Additional Secretary (LG), Local Govt. & HTP Department, GoS Karachi.
9. P.A. to Deputy Secretary (Admin), Local Govt. & HTP Department, GoS Karachi.
10. Office Order File.

(MUNEER HUSSAIN DANDAN)
SECTION OFFICER-V



OFFICE OF THE
TOWN MUNICIPAL COMMISSIONER
TOWN MUNICIPAL CORPORATION
SADDAR KARACHI
MC/TMC/Saddar/PS/83 /2025 Dated: 22-7 2025

NOTIFICATION

The Competent Authority of Town Municipal Corporation Saddar has been constituted a complaint redressal committee in pursuance of Rule-31 of SPPRA, Rules-2010 (Amended Up to date) with appropriate powers and authorization to address the complaints of aggrieved bidders that may occur during the procurement proceeding and comprehensive complaint redressal mechanism for smooth and efficient procurement in Town Municipal Corporation Saddar. The CRC comprising of the following officers, The Complaint Redressal Committee is as under:-

1. Town Municipal Commissioner TMC Saddar.	(Chairman)
2. District Account Officer, Karachi, A G Sindh.	(Member)
3. Any Independent Professional from the relevant Field to be nominated by the Head of Procuring Agency.	(Member)



TOWN MUNICIPAL COMMISSIONER

Town Municipal Corporation
Saddar-Karachi

Copy is forwarded for information:-

1. Chairman, TMC Saddar
2. Superintending Engineer, (M&E) TMC Saddar.
3. Executive Engineer (M&E) TMC Saddar.
4. Senior Accounts Officer, TMC Saddar.
5. All Concerned.
6. Master File.

TOWN MUNICIPAL COMMISSIONER

Town Municipal Corporation
Saddar-Karachi



NOTIFICATION

No.Dir (M&CB)/SPPRA/25-29/289: In exercise of the powers conferred by Section 27 of the Sindh Public Procurement Act, 2009 (Sindh Act No. IV of 2009) and decision taken by SPPRA Board in its 45th meeting held on 20.10.2025, the SPPRA is pleased to replace the existing Clause 11.3.3 and 11.3.4 of SPPRA Regulations for Works with the following;

Clause No.	Clause
Para 2 of 11.3.3	<ul style="list-style-type: none"> a) In case tenders are invited on the items of Composite Schedule of Rates, where contractor has to quote the premium on Schedule "B", then its item wise and total premium shall not to exceed the Engineer's estimates by 20%. b) The same provisions shall also apply in cases where tenders are invited for Non-Schedule Items.
11.3.4	<ul style="list-style-type: none"> a) In cases where tenders are invited for items included in the Composite Schedule of Rates and the Contractor is required to quote a premium on Schedule "B", the item-wise and total premium shall not be more than 20% below the Engineer's Estimate. b) If the Bid Price of the successful Bidder is more than 15% below the Engineer's Estimate, the Procuring Agency may require the Bidder to submit detailed price analyses for any or all items in the Bill of Quantities. After evaluating these price analyses, the Procuring Agency may require the successful Bidder to provide additional Performance Security amounting to 10% of the difference between the Bid Price and the Engineer's Estimate, at the Bidder's own expense, to protect the Procuring Agency against financial loss in the event of default by the successful Bidder. c) Any Bid with a Bid Price more than 20% below the Engineer's Estimate shall be liable to rejection. d) The same provisions shall also apply in cases where tenders are invited for Non-Schedule Items

2. This shall come into force with immediate effect.

—SD—
MANAGING DIRECTOR

No. DD(HRF&CB)/SPPRA/2025-26/289

Karachi, dated 20th October, 2025

Copy for information to:-

1. The Chairman, Planning & Development Board, Government of Sindh, Karachi.
2. The Senior Member, Board of Revenue Sindh, Hyderabad.
3. The Principal Secretary to Governor, Sindh, Karachi.
4. The Principal Secretary to Chief Minister, Sindh, Karachi.
5. The Administrative Secretaries to Government of Sindh (All).
6. The Accountant General Sindh, Karachi.



7. The Director General (Audit), Sindh, Karachi.
8. The Deputy Secretary (Staff) to Chief Secretary Sindh.
9. The Members, SPPRA Board (All).
10. The PS to Chairman, SPPRA Board.

Assistant Director (HR)



**OFFICE OF THE EXECUTIVE ENGINEER (M&E)****TMC SADDAR KARACHI**

Phone # 99211249-99211390 Fax # 99213061

KRS Captain Road TMC Saddar Head Office

No: EE/M&E/TMC/Saddar/ 15 /2025

Dated: -28-11 - 2025

NOTICE INVITING TENDERS

1) The TMC Saddar is invited e-bid through newly method of "EPADS" website of SPPRA in accordance of Rule 17 (1) and Rule 46 (1) of SPPRA Rules-2010 (amended up to date) for the following work from all eligible contractors firm / Parties having adequate experience in the relevant field.

Sr.#	NAME OF SCHEME	ESTIMATED COST	5% BID SECURITY	TENDER Fees (Non Refundable)
01	Repair and Maintenance of B&R Shezore vehicle bearing chasis No: CH-119259, TMC Saddar	2,420,000/-	125000/-	3000/-

Tender Proceeding Schedule:

	SCHEDULE	DATE & TIME	VENUE
1	1- Availability of Biding / Tenders Documents	03 -12 -2025 to 17 -12 -2025	The Bidding / Tender documents shall be downloaded website of "EPADS" (http://portalsindh.eprocurement.govt.pk) SPPRA Sindh
	2- Submission of Bids / Tenders and Deadline	18 -12 -2025 at 02:30PM	The Bids / Tenders shall be uploaded on the website of "EPADS" (http://portalsindh.eprocurement.govt.pk) SPPRA Sindh
	3- Announcement of Bids / Tenders & Venue	18 -12 -2025 at 03:00PM	"Tender Opening Committee" in the office of Superintending Engineer KRS Captain road TMC Saddar Head Office.

If not responded 2nd Attempt is as under.

	SCHEDULE	DATE & TIME	VENUE
2	1- Availability of Biding / Tenders Documents	19 -12 -2025 to 02 -01 -2026	The Bidding / Tender documents shall be downloaded website of "EPADS" (http://portalsindh.eprocurement.govt.pk) SPPRA Sindh
	2- Submission of Bids / Tenders and Deadline	05 -01 -2026 at 02:30PM	The Bids / Tenders shall be uploaded on the website of "EPADS" (http://portalsindh.eprocurement.govt.pk) SPPRA Sindh
	3- Announcement of Bids / Tenders & Venue	05 -01 -2026 at 03:00PM	"Tender Opening Committee" in the office of Superintending Engineer KRS Captain road TMC Saddar Head Office.
3	The Bidder shall submit physically non-refundable cost of tender fees mentioned against the work through pay order from any schedule bank in favor of TOWN MUNICIPAL CORPORATION SADDAR before the opening of the Bids / Tenders.		



Executive Engineer
M&E, TMC Saddar Karachi

The Bidding documents shall be downloaded from the website of "EPADS" (http://portalsindh.eprocurement.govt.pk) SPPRA Sindh.	
5	The bid security equal to 5% specified amount against the work in shape of Pay Order / Banks Draft in favor of TOWN MUNICIPAL CORPORATION SADDAR shall be uploaded with the tenders. The hard copy of original bid security shall be submitted physically in sealed envelope showing name of firm along with name of work in the office of TENDERS OPENING COMMITTEE before opening of bids / tenders otherwise the tenders / bids will be rejected.
6	The Contractors must mentioned their complete & correct present / postal address in tender documents and quote the rates both in words & Figures. Incomplete / Conditional tenders / bids will not be accepted.
7	If any fake documents are found then the tenders / bids is liable to be rejected- cancelled without any compensation but penalty will be imposed as per rules.
8	The downloaded Bids / Tenders will be opened by the procurement committee in the office of Superintending Engineer, TMC Saddar on the above mentioned date, time and venue in presence of such contractors/parties/firms/bidders who wished to be present.
9	In case the date of opening is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to the date for submission and opening of tenders of the same time as mentioned.
10	The procuring agency may reject bids/tenders at any time prior to the acceptance of the bid or proposal, subject to the relevant provision, of SPPRA Rules 2010.
11	<ul style="list-style-type: none"> • Tenders / Bids will not be received after the schedule time. • The bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder.
12	<p>Eligibility Criteria / Qualification Criteria.</p> <p>I. NTN Certificate. II. Valid P.E.C Category (Where applicable) relevant field of specialization. III. Registration with Sindh Revenue Board. IV. Relevant Experience of 05 years (Work Order and Completion certificate of similar nature of work) V. Turn-over of at least 5 years (02 to 04 Millions) VI. Valid License issued from inspector of electrical license Sindh of the similar region with respect to Electrical & Mechanical works (if Applicable). VII. Undertaking on stamp paper the firm is not involved in any litigation, Department rift, abandoned or un-necessary delay in completion of any work in the Government department. VIII. Affidavit on stamp paper to effect that all documents/particulars/information furnished are true and correct. IX. Documentary of work equivalent cost or above executed in last 3 years & Certificate of Satisfactory completion showing date of start & completion from employer. X. List of machinery & equipment available with documentary proof of its ownership. XI. The firm is not black listed / debarred by any procuring agency otherwise the TOWN MUNICIPAL CORPORATION SADDAR will disqualify the firm subject to rule-30 of SPPRA rules-2010 (amended up to date) Affidavit that the firm is not black listed is required. Any other factor deemed to relevant by the TOWN MUNICIPAL CORPORATION SADDAR subject to provision of SPPRA Rule-44.</p>
13	In case any query required regarding e-bidding please contact :EPADS" helpline UAN # 051-111-137-237
14	The authority of TOWN MUNICIPAL CORPORATION SADDAR may accept or reject tenders / bids subjected to the provision of SPPRA Rules-2010 (Amended up to date).


EXECUTIVE ENGINEER (M&E)
TMC SADDAR KARACHI
Executive Engineer
M&E, TMC Saddar Karachi

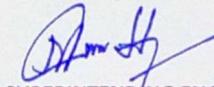
Copy for information:-

- 1- The Chairman, TMC Saddar.
- 2- The Town Municipal Commissioner, TMC Saddar.
- 3- The Senior Accounts Officer, TMC Saddar.
- 4- All Procurement Committee Members.
- 5- Office Copy.

ANNUAL PROCUREMENT PLAN (YEAR 2025-2026) FOR PROCUREMENT WORKS IN M&E TMC SADDAR

ADP/BG NO.	Name of scheme Repair/Maintenance of Spare parts of vehicles i/c Fabrication of containers for service vehicles secretariats.	Allocated funds 7,000,000	Cost of ongoing works (exp. Already incurred)	Funds earmarked for ongoing works	Cost of new works (components nts) 7,000,000	Funds for new works (c-e) 7,000,000	Nature of Procurement Works and Services	Method of Procurement SPPRA Rule 15 (b) & 37	Anticipated/actual date of advertisement In due course	Anticipated/actual date of starting due course	Anticipated/actual date of completion In due course
M05-A-002	Repair and Maintenance of B&R Shezore vehicle bearing chasis No: CH-119259, TMC Saddar	2,420,000/-	-	-	2,420,000/-	2,420,000/-	Nature of Procurement Works and Services	Method of Procurement SPPRA Rule 15 (b) & 37	Anticipated/actual date of advertisement In due course	Anticipated/actual date of starting due course	Anticipated/actual date of completion In due course


EXECUTIVE ENGINEER (M&E)
TMC SADDAR
Executive Engineer
M&E, TMC Saddar Karachi


SUPERINTENDING ENGINEER
M&E TMC SADDAR
Superintending Engineer
M&E, TMC Saddar Karachi

SPPRA BIDDING DOCUMENT

(STANDARD FORM OF BIDDING DOCUMENT)

FOR PROCUREMENT OF WORKS

Work # 01

(SINGLE STAGE ONE ENVELOPE METHOD)

NAME OF WORK: - Repair and Maintenance of B&R Shezore vehicle bearing chasis No: CH-119259, TMC Saddar

Estimated Cost: **Rs. 2,420,000/-**

Bid Security: **- 5% of Estimated Cost**

Tender Cost: **- Rs. 3000/-**

Tender issue M/S. _____

PAY ORDER OF TENDER COST

P.O.NO. _____ Date _____

PAY ORDER OF BID SECURITY

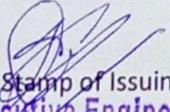
P.O. No. _____ Date _____

Bank _____

Bank _____

Rs. _____

Rs. _____


Signature & Stamp of Issuing Authority
Executive Engineer
M&E, TMC Saddar Karachi

BIDDING DATA

Work NO: 01

(a). Name of Procuring Agency TOWN MUNICIPAL CORPORATION SADDAR

(b). Brief Description of Works Repair and Maintenance of B&R Shezore vehicle bearing chasis No: CH-119259, TMC Saddar

(c). Procuring Agency's address: - Khayal das park KRS Captain Road Opp. Aram Bagh

Police Station, TMC Saddar Karachi.

(d). Estimated/PC Cost: - Rs.2,420,000/-

(e). Amount of Bid Security: - 5% of Estimated Cost Rs. 125,000/-

(f). Period of Bid Validity (days):- 90 Days

(g). Security Deposit :-(including bid security):- 10%

(h). Percentage, if any, to be deducted from bills: - 8 % Income Tax & 5% SRB Tax

(i). Deadline for Submission of Bids along with time: - As Per NIT

(j). Venue, Time, and Date of Bid Opening: As Per NIT

(k). Time for Completion from written order of commence: - 90 Days

(L). Liquidity damages: - (0.05 of Estimated Cost or Bid cost per day of delay.)

CONTRACTOR'S SINGNATURE

M/S. _____


EXECUTIVE ENGINEER (M&E)
TMC SADDAR
Executive Engineer
M&E, TMC Saddar Karachi

TOWN MUNICIPAL CORPORATION SADDAR KARACHI

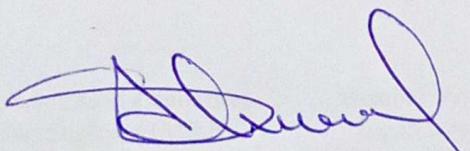
NAME OF WORK: - Repair and Maintenance of B&R Shezore vehicle bearing chassis No: CH-119259, TMC Saddar

Tender No. (01) (2025-2026)
(PART-A: ITEM BASED ON OFFER RATE)

SR. #	Description of Item	Qty.	Rate	Unit	Amount
1	<p>Complete Fabrication work of Show Cabin and loading body detail as given below:-</p> <p>a-Dismantling work of old and rusty pieces of M.S. Plate of back side steers body and Show cabin inner and outer side with flooring and roof by the help of Gas cutter.</p> <p>b-Manufacturing/Fabrication work of main Channel of Front wind screen both Side Frame as req.</p> <p>c-P/F M.S. Plate made with 10S.W.G best quality 10ft long 05ft width as req. 05 Plates by the help of welding Plant</p> <p>d-Complete Cushsing and repairing work of cabin seats with new flooring carpet and both Doors hardboards as req.</p> <p>e-complete New locks of body with making new back side door as req.</p> <p>f-Bitumen will be laying on floor and roof</p> <p>g-Complete Denting work of Show Cabin and complete body</p> <p>These are all works required on emergency basis as req.</p>	1 Job		Per Job	
2	<p>Engine overhauling work</p> <p>(a)P/F Ring seat</p> <p>(b)P/F Piston set</p> <p>(c)P/F Salve set</p> <p>(d)P/F Main & Began set</p> <p>(e)P/F Head valve & guide with seat set</p> <p>(f)P/F Packing kit</p> <p>(g)P/F oil Filter</p> <p>(h)P/F Diesel Filter</p> <p>(i)Oil 40/50 Engine 14 liter</p> <p>(j)Magic tube</p> <p>(k)Head seal</p> <p>(l)P/F Oil Pump</p> <p>(m)Timing seal</p> <p>(n)Timing belt</p> <p>(o)Connecting Rod</p> <p>(p)Fuel Ignition pump service</p> <p>With labor charger of Engine overhauling work and rent of touching vehicle from site to workshop as per instruction of site.</p>	1 Job		Per Job	
3	Machine work of engine block head by mean the head valve seat new making and given valve & guide grinding & seating & given valve seat fitting head facing and Engine block main line through crank shaft turning & policing seating and given main & began seating and given silver ring & piston seating complete machine work.	1 Job		Per Job	
4	Painting of Complete Vehicle included Show Cabin ,Chassis , Wheel Drum ,Dump body with best quality 2 Coat Paint (Burger/ICI) as per instruction of In charge	1 Job		Per Job	
5	Opening and refitting of Gear Box with replacement of broken 1st ,2nd,3rd gear with gear assembly repairing of gear shaft , shaft bearing etc as req.	1 Job		Per Job	
6	Complete Engine foundation 04 Nos after dismantling of show cabin and Engine by the help of hydraulic crane as req.	1 Job		Per Job	
7	P/F New Radiator with making new bottom best quality as req.	1 Nos		Each	
8	P/F Battery NA.130AMP with new Terminal and charging as req	1 Nos		Each	
9	P/F Tyres with tube Flap Size 7-50-16(16 ply) Equivalent SRC /General/MFR as req.	4 Nos		Each	

P/F Four Side spring leaf set with opening and refitting with pin bush ,U-Clamp etc.	1 Set		Per Set	
11 Opening and refitting the Drum of wheel four side as req.	4 Nos		Each	
12 P/F Complete clutch plate with pressure plate with opening and refitting labor included	1 Nos		Each	
13 P/F Head Light with parking , Indicator light (Locally Made)complete with wiring as req.	01 set		Per set	
14 P/F Back light with parking , indicator light with wiring for light as req	01 set		Per set	
15 Repairing of damage wiring of vehicle with switches , cutout ,clips ,etc as req.	01 Job		Per Job	
16 Repair/Maintenances work of self-Armature with bushes , Corbin ,etc as req.	01 Job		Per job	
17 P/F Clutch cylinder kit (Imported) upper & Lower as req.	01 Nos		Each	
18 Repairing of driving shaft with universal cross P/F 1 No and driving shaft and bottom 1 no with opening and refitting as req.	01 Job		Per Job	
19 Rep/Maint. Work of Oil pump with Replacement of Flincher ,Bearing complete accessories as req	01 Job		Per Job	
20 P/F fuel pump with complete accessories as req.	01 Nos		Each	
21 P/F speed meter with dismantling of faulty meter with accessories as req.	01 Nos		Each	
22 P/F Clutch cable best quality (Equivalent Japan as req.	01 Nos		Each	
23 P/F New Escalator wire (Equivalent Japan) as req.	01 Nos		Each	
24 Complete four side wheel services with replacement of broken bearing 02 Nos with greasing etc as req.	01 Job		Per Job	
25 P/F New cylincer Assembly with Mufler , packing etc as req.	01 Nos		Per Job	
26 P/F New Generator 12 amp with complete fitting etc required	01 Nos		Per Job	
27 Opening & fitting Suspension replace tie rod end spindle pin , spindle upper lower bearing , balance rod , staring box5repairing complete work labour included	01 Job		Per Job	
28 P/F New wheel stypney with Ring suitable for Shahzoor Chassis as req.	04 Nos		Each	
29 Repair & Maintenance work of Staring Gear Box Hosing , Worm Gear and Sector Shaft Pitman Aram , Tie Rod ,Power Steering pump box etc as req.	01 Job		Per Job	
Total Amount of Schedule Items				

Nomenclature quantities and
Rates have been checked by me



ASSISTANT EX: ENGINEER
TMC SADDAR



EXECUTIVE ENGINEER
TMC SADDAR

QUOTED BID (SUMMARY)

We hereby quoted as follows:-

	Item based on Offer Rates.	
		Grand Total
	In Words:	

Observations:

- 1- Tender Received in sealed cover
- 2- Cutting or Overwriting found / not found in the bid
- 3- 5% earnest money pay order received / not received with the bid

Eligibility Criteria:-

- I. NTN Certificate.
- II. Valid P.E.C Category (Where applicable) relevant field of specialization.
- III. Registration with Sindh Revenue Board.
- IV. Relevant Experience of 05 years (Work Order and Completion certificate of similar nature of work)
- V. Turn-over of at least 5 years (02 to 04 Millions)
- VI. Valid License issued from Inspector of electrical license Sindh of the similar region with respect to Electrical & Mechanical works (if Applicable).
- VII. Undertaking on stamp paper the firm is not involved in any litigation, Department rift, abandoned or un-necessary delay in completion of any work in the Government department.
- VIII. Affidavit on Stamp paper to effect that all documents/particulars/information furnished are true and correct.
- IX. Documentary of work equivalent cost or above executed in last 3 years & Certificate of Satisfactory completion showing data of start & completion from employer.
- X. List of machinery & equipment available with documentary proof of its ownership.
- XI. The firm is not black listed / debarred by any procuring agency otherwise the TOWN MUNICIPAL CORPORATION SADDAR will disqualify the firm subject to rule-30 of SPPRA rules-2010 (amended up to date) Affidavit that the firm is not black listed is required.
- XII. Any other factor deemed to relevant by the TOWN MUNICIPAL CORPORATION SADDAR subject to provision of SPPRA Rule-44.

Signature of the Contractor_____

Address: _____

Signature of Procurement Committee

Chairman Procurement Committee
Superintending Engineer (M&E)
TMC Saddar

Member Procurement Committee
Executive Engineer (M&E)
TMC Saddar

Member Procurement Committee
Executive Engineer (BPS-18) Rural
Development Department
Government of Sindh



TOWN MUNICIPAL CORPORATION SADDAR

Integrity Pact

DECLARATION OF FEES COMMISSION AND BROKERAGE ETC PAYABLE BY THE SUPPLIER/CONTRACTORS/CONSULTANTS

Contract Number: 01 Dated: _____
Contract Value: 2,420,000/-
Contract Title: Repair and Maintenance of B&R Shezore vehicle bearing chasis No: CH-119259,
TMC Saddar

[Name of Supplier/Contractor/Consultant] 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 Sindh (Gos) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Gos) through any corrupt business practice.

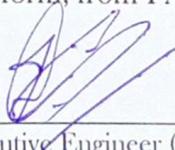
Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] represent and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan 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 inducing the procurement of a contract, right interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 and 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA is this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by 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 PA.

Supplier /Contractor/Consultant



Executive Engineer (M&E)
Town Municipal Corporation
Saddar Karachi
Executive Engineer
M&E, TMC Saddar Karachi

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - (B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15: Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

(A) **Mobilization advance** is not allowed.

(B) **Secured Advance against materials brought at site.**

(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.



Divisional Accountant
Assistant Accounts Officer
M&E, TMC Saddar Karachi

Contractor



Executive Engineer/Procuring Agency
Executive Engineer
M&E, TMC Saddar Karachi