



Dir/CMW/F&A/KMC/503/2026
KARACHI METROPOLITAN CORPORATION
OFFICE OF THE DIRECTOR
(CONTRACT MANAGEMENT WING-CMW)
FINANCE & ACCOUNTS DEPARTMENT

Room No.19, 2nd Floor, KMC Head Office M.A. Jinnah Road Karachi Ph No.021-99215795

Dated: 28/01/2026

NOTICE INVITING TENDERS (NIT)

The Karachi Metropolitan Corporation (KMC) intends to invite bids through the Sindh E-Pak Acquisition & Disposal System (EPADS) under the Single Stage – One Envelope Procedure for the following supply/work assignments from reputable firms having relevant experience of similar nature and duly registered with applicable authorities. The tentative estimated cost of each tender on offer rate basis is indicated below:

S. No.	Name of Scheme	Estimated Cost (Offer Rate Basis)	Bid Security (Pay Order/Bank Guarantee in favor of KMC)	Bidding Document Fee (Non-Refundable)	Eligibility Criteria
1	Supply of Oxygen & Nitrous Oxide at Sobhraj Maternity Hospital, KMC For 12 Months Period	Rs. 2.20 Million	5% of the estimated cost	Rs. 2,500/-	As specified in the Bidding Documents
2	Procurement of Various Oils for Fire Tenders and Allied Vehicles of Fire Brigade Department, KMC	Rs. 3.00 Million	5% of the estimated cost	Rs. 2,500/-	As specified in the Bidding Documents
3	Repair/Maintenance of I.T. Infrastructure & Land Management System	Rs. 2.50 Million	5% of the estimated cost	Rs. 2,500/-	As specified in the Bidding Documents

Interested bidders may download the bidding documents from the EPADS portal at <https://sindh.eprocure.gov.pk>. The bidding documents, duly completed in all respects and signed by the bidder or their authorized representative, must be submitted through EPADS on or before 03:00 p.m. on 16/02/2026. The bids shall be opened on the same day and venue at 03:30 p.m.

In addition to online submission, bidders shall submit the original Bidding Document Fee of Rs.2,500/- (non-refundable) for each tender in the form of a pay order in favor of Karachi Metropolitan Corporation to the office of the undersigned by the stipulated submission deadline. In case no bid is received or all bids are declared non-responsive on the above date, the bids shall be re-opened on 05/03/2026 at 11.30 a.m at the same venue.

If, the scheduled date of submission or opening falls on a public holiday or a non-working day, or if submission/opening cannot be conducted due to unforeseen circumstances such as, law and order situations, closure of offices/roads, or force majeure events, the bids shall be submitted and opened on the next official working day at the same time and venue.

Bidders are required to ensure that their bids are substantially responsive and strictly comply with all eligibility and evaluation criteria, along with all conditions prescribed in the bidding documents. Only substantially responsive bids/most advantageous bid shall be considered for financial evaluation. The Bid Security of disqualified or non-responsive bidders shall be returned upon approval of the Competent Authority, KMC.

The Bid Security in the form of a pay order or bank guarantee issued by a scheduled bank operating in Pakistan in favor of Karachi Metropolitan Corporation, valid for at least six (06) months, along with the bidding document fee and other applicable requirements, are detailed in the bidding documents. A scanned copy of the Bid Security and bidding document fee pay order shall be uploaded on EPADS, while, the original instruments of the same must reach the office of the undersigned by or before the bid submission deadline.

At the time of bid opening, bidders shall also submit hard copies of the bidding proposal documents in sealed envelopes to verify the authenticity of the online submissions. Any forged, fabricated, or tampered documents shall result in immediate disqualification and may attract legal action under applicable laws and procurement rules.

Karachi Metropolitan Corporation reserves the right to accept or reject any or all bids/proposals prior to award of contract in accordance with Rule-25 of the Sindh Public Procurement Rules, 2010 (as amended up to date), without assigning any reason and without incurring any liability to the bidders.

Canvassing in any form or manner shall result in disqualification of the concerned bidder. Any concealment, misrepresentation, or distortion of facts at any stage shall be deemed sufficient ground for rejection of the bid and may lead to further proceedings in accordance with the applicable procurement laws and rules.



28/01/26

Director (Contract Management Wing)
Finance & Accounts, KMC

Dy. Director (WEB) Computer Section, Mayor, Secretariat, KMC

With the request to upload the same on the KMC website. Soft copies of the Notice Inviting Tender (NIT) as well as the relevant Bidding Documents are submitted herewith for necessary action.

C.C to: -

1. The Mayor, Karachi KMC.
2. The Municipal Commissioner, KMC
3. The Financial Advisor, KMC.
4. The Senior Director, Medical & Health Services, KMC.
5. The Senior Director, Information Technology, KMC.
6. The Chief Fire Officer (FB), KMC
7. Office file-2026.



KARACHI METROPOLITAN CORPORATION
FINANCE & ACCOUNTS DEPARTMENT
(CONTRACT MANAGEMENT WING)
BIDDING DOCUMENTS

(THROUGH EPADS WEBSITE)

**SUPPLY OXYGEN & NITROUS OXIDE IN SOBHRAJ MATERNITY
HOSPITAL, KMC FOR 12 MONTHS PERIOD**

Estimated Cost:-	2.20 Million	Bidding Documents Fee:	Rs.2,500/-
Time Limit:-	12 Month	Penalty	As specified in contract data sheet 90 Days & can be extended upto further 90 days
To be Opened on:-	16-02-2026.	Validity of Tender:	complying SPP Rules 2010 (Amended upto date)

LIST OF CONTENTS

Annexure	Details / Nomenclature	Page #
A	NIT	3 – 4
B	Instructions to Bidders/ Procuring Agencies.	5 – 6
C	Bidding Data	7
D	Conditions of Contract	8 – 14
E	Contract Data	15 – 16
F	Scope of Work / Source of Fund	17
G	Eligibility & Minimum Qualification Criteria	18
H	Price Schedule	19 – 20
I	Form of Bid	21 – 22
J	Form of Performance Security	23 – 24
K	Form of Contract Agreement	25 – 27
L	Method of Procurement (Single Stage One Envelope)	28



Dir/CMW/F&A/KMC/503/2026
KARACHI METROPOLITAN CORPORATION
OFFICE OF THE DIRECTOR
(CONTRACT MANAGEMENT WING-CMW)
FINANCE & ACCOUNTS DEPARTMENT

Room No.19, 2nd Floor, KMC Head Office M.A. Jinnah Road Karachi Ph No.021-99215795

Dated: 28/01/2026

NOTICE INVITING TENDERS (NIT)

The Karachi Metropolitan Corporation (KMC) intends to invite bids through the Sindh E-Pak Acquisition & Disposal System (EPADS) under the Single Stage – One Envelope Procedure for the following supply/work assignments from reputable firms having relevant experience of similar nature and duly registered with applicable authorities. The tentative estimated cost of each tender on offer rate basis is indicated below:

S. No.	Name of Scheme	Estimated Cost (Offer Rate Basis)	Bid Security (Pay Order/Bank Guarantee in favor of KMC)	Bidding Document Fee (Non-Refundable)	Eligibility Criteria
1	Supply of Oxygen & Nitrous Oxide at Sobhraj Maternity Hospital, KMC For 12 Months Period	Rs. 2.20 Million	5% of the estimated cost	Rs. 2,500/-	As specified in the Bidding Documents
2	Procurement of Various Oils for Fire Tenders and Allied Vehicles of Fire Brigade Department, KMC	Rs. 3.00 Million	5% of the estimated cost	Rs. 2,500/-	As specified in the Bidding Documents
3	Repair/Maintenance of I.T. Infrastructure & Land Management System	Rs. 2.50 Million	5% of the estimated cost	Rs. 2,500/-	As specified in the Bidding Documents

Interested bidders may download the bidding documents from the EPADS portal at <https://sindh.eprocure.gov.pk>. The bidding documents, duly completed in all respects and signed by the bidder or their authorized representative, must be submitted through EPADS on or before 03:00 p.m. on 16/02/2026. The bids shall be opened on the same day and venue at 03:30 p.m.

In addition to online submission, bidders shall submit the original Bidding Document Fee of Rs. 2,500/- (non-refundable) for each tender in the form of a pay order in favor of Karachi Metropolitan Corporation to the office of the undersigned by the stipulated submission deadline. In case no bid is received or all bids are declared non-responsive on the above date, the bids shall be re-opened on 05/03/2026 at 11.30 a.m at the same venue.

If, the scheduled date of submission or opening falls on a public holiday or a non-working day, or if submission/opening cannot be conducted due to unforeseen circumstances such as, law and order

situations, closure of offices/roads, or force majeure events, the bids shall be submitted and opened on the next official working day at the same time and venue.

Bidders are required to ensure that their bids are substantially responsive and strictly comply with all eligibility and evaluation criteria, along with all conditions prescribed in the bidding documents. Only substantially responsive bids/most advantageous bid shall be considered for financial evaluation. The Bid Security of disqualified or non-responsive bidders shall be returned upon approval of the Competent Authority, KMC.

The Bid Security in the form of a pay order or bank guarantee issued by a scheduled bank operating in Pakistan in favor of Karachi Metropolitan Corporation, valid for at least six (06) months, along with the bidding document fee and other applicable requirements, are detailed in the bidding documents. A scanned copy of the Bid Security and bidding document fee pay order shall be uploaded on EPADS, while, the original instruments of the same must reach the office of the undersigned by or before the bid submission deadline.

At the time of bid opening, bidders shall also submit **hard copies of the bidding proposal documents** in sealed envelopes to verify the authenticity of the online submissions. Any forged, fabricated, or tampered documents shall result in immediate disqualification and may attract legal action under applicable laws and procurement rules.

Karachi Metropolitan Corporation reserves the right to accept or reject any or all bids/proposals prior to award of contract in accordance with Rule-25 of the Sindh Public Procurement Rules, 2010 (as amended up to date), without assigning any reason and without incurring any liability to the bidders.

Canvassing in any form or manner shall result in disqualification of the concerned bidder. Any concealment, misrepresentation, or distortion of facts at any stage shall be deemed sufficient ground for rejection of the bid and may lead to further proceedings in accordance with the applicable procurement laws and rules.

Sd=

**Director (Contract Management Wing)
Finance & Accounts, KMC**

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 supply 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 supply, 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. (Ammended- Upto date)
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 supply to be carried out: he is willing to undertake the supply and / or 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 supply 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.

BIDDING DATA

A Name of Procuring Agency : Karachi Metropolitan Corporation through Director, CMW, F&A, KMC as Procuring Agency for Sr. Director (M&HS), KMC as Executing Agency.

B Brief Description of Work : **SUPPLY OXYGEN & NITROUS OXIDE IN SOBHRAJ MATERNITY HOSPITAL, KMC FOR 12 MONTHS PERIOD.**

C Procuring Agency Address : Office of the Director (CMW) F&A, KMC, Room No.19, 2nd Floor, KMC Head Office M.A. Jinnah Road Karachi (Tel: 021-99215795)

D Estimated Cost : 2.20 Million

E Amount of Bid Security : 5% as mentioned in the NIT

F Period of Bid validity (Days) : 90 Days & can be extended upto further 90 days complying SPP Rules 2010 (Amended Upto date)

G Security Deposit (i/e Bid Security) : 5% of the Estimated Cost

H Percentage, if any, to be deducted from bills: (Retention Money) : 0%

I Deadline for dropping of bid along with time: :
J Venue, Time and date of Bid Opening: : As per NIT
K Opening date :
L Liquidity Damages: : @0.1% up to a maximum of (10%) of bid amount applying to per day after than action will be taken as per rule including withdrawal of Supply / Work Order & blacklisting of the firm.

M Place of Work : Office of the Sr. Director (M&HS), KMC, Jigar Murad Abadi Road Near Islamia College, Grumandir, Karachi.

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

The contractor shall proceed with the supply 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 Executing 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. Executing 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)** Executing Agency i.e Sr. Director (M&HS), KMC 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 Supply, 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 Executing Agency is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B)** The Executing Agency i.e Sr. Director (M&HS), KMC 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 performing the work done by the contractor.
- (C)** In the event of any of the above courses being adopted by the Executing Agency i.e Sr. Director (M&HS), KMC , 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 agency in writing regarding the performance of such supply and has not been paid.
- (iii) Executing Agency i.e Sr. Director (M&HS), KMC. may propose to invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Executing Agency 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 with consent Executing Agency either at its own initiative or before the date of completion or on desire of the contractor may request Procuring Agency to extend the intended completion date if any event (which hinders the execution of contract) occurs which is beyond control of the contractor 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 Procuring Agency 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 Executing Agency and initialed by the parties, the said specification being a part of the contract accordingly as per agreement. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the supply signed by the Procuring Agency& Contractor as per agreement but to which the contractor shall be entitled to have access to the Executing Agency Office, for pre inspections of samples if the Contractor needed or on the directives of Executing Agency during office hours and the contractor shall, be entailed at his own expenses.

Not Applicable

Clause – 7: Payments.

(A) **Interim/Running Bill.** A bill either against full delivery or part delivery 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 with time frame of agreement and the Executing Agency shall take or cause to be taken the requisite inspection & 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 or a team to inspect & 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 Executing Agency may prepare a bill from such list, which shall be binding on the contractor in all respects.

The Executing 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 all applicable taxes.

All such intermediate / Running payment shall be regarded as payments by way of advance against the final payment and shall not be treated as payments for work actually done and completed. It shall not preclude the Executing Agency from rectification of 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 10 working days of the date fixed for the completion of the work otherwise Executing Agency -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 Executing Agency 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) Procuring Agency with consent of Executing 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, to suit actual required 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 supply.
- (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 Executing Agency is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only Procuring Agency 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 Executing Agency can adjust the rates for those quantities causing excess the cost of contract beyond 15% with approval of Procuring Agency .
- (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 Executing Agency of the supply may instruct the contractor to rectify the defect in the stipulated time.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove the defect the supply 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 Executing Agency shall give the contractor at least 14 days notice to replace materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
 - (ii) If the Executing Agency 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:

Inspection of Operations. The Executing Agency and his subordinates, shall at all reasonable times have access to the site for the 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.

(A) Dates for Inspection and Testing. The Executing Agency shall give the contractor reasonable notice of the intention of the Executing Agencies team to receive the supply shall have been given to the contractor as per schedule of plan in the agreement , 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 Executing Agency whenever any such part of the works or foundation may be ready or about to be ready for examination and the Executing Agency 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 upto the premises of supply in KMC 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 Executing Agency may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Executing Agency .

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any shrubs, jungle, trees, bush-wood or grass without a written permit from the Executive Executing Agency. 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 Executing Agency . 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 Sr. Director, MS, KMC 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 Executing Agency (hereinafter called the Executing Agency in-charge) of such completion, but in the event such certificate shall be given nor shall the work be considered to be completed 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 any). If the contractor fails to comply with the requirements of this clause then Executing Agency, 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.

Not Applicable

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. The sum due to the Government by the contractor shall be recovered 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 date on which its final measurements are checked by a contractor, except that if such check is necessary otherwise from the last date of recording of the final measurements), the defects notice period has also lapsed and the Executing Agency 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.

CONTRACT DATA

1. Procuring Agency's Drawings, if any
Applicable.
2. **The Procuring Agency** means
Karachi Metropolitan Corporation
(through Office of the Director (CMW), F&A KMC, situated at 2nd Floor Room No.19, KMC Main Building, M.A Jinnah Road, Karachi as Procuring Agency and Sr. Director (M&HS), KMC, as Executing Agency.
3. **The Contractor** means
The Lowest Responsive Evaluated Bidder / Most advantageous bidder
4. **Commencement Date** means the date of issue of Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
5. **Time for Completion:** 12 Month
6. **Incharge of Executing Agency**
Office of the Sr. Director (M&HS), KMC, Jigar Murad Abadi Road Near Islamia College, Grumandir, Karachi.
7. **Documents forming the Contract listed in the order of priority:**
 - a) The Contract Agreement
 - b) Letter of Acceptance
 - c) Price Schedule
 - d) Contract Data
 - e) Conditions of Contract
 - f) The Drawings, if any (Attached)
 - g) The Specifications
 - h) The Daily Time Schedule for Inspection & Receiving the goods.
 - i) All documents/ correspondences (if any)
8. **Provision of Site:** (Applicable)
9. **Authorized person:** Sr. Director (M&HS), KMC
10. a. **Name and address of Incharge of Procuring Agency's:-**
Office of the Director (CMW), F&A, KMC situated at 2nd Floor Room No.19, KMC Main Building, M.A Jinnah Road, Karachi
b. **Name & address of Incharge Executing Agency:**
Office of the Sr. Director (M&HS), KMC, Jigar Murad Abadi Road Near Islamia College, Grumandir, Karachi.
11. **Bid Security:**
Amount to 05% in shape of pay order in favour of KMC with its validity 30 days beyond the work period.

12. Requirements for Contractor's design (if any):

Specification Clause No's "Manufacturer Design" (if applicable)

13. Programme: (Not applicable in this case)

Time for submission:

Within fourteen (14) days of the Commencement Date.

Form of programme: as mutually agreed (*Bar Chart/CPM/PERT or other*)

14. Liquidated Damage: Amount payable due to failure to complete any part(s) of Scope of supply / work shall be @0.1% up to a maximum of (10%) of bid amount applying to per day stated in the Letter of Award for breach of any clause of the contract.

15. Remedy Defect: Within the time given in the defect rectification notice / Manufactures Warranty or whichever is later and / or manufacturer warranty if equipment's is replaced. However the S/D will be released after the date of completion of Work and satisfactory performance.

16. Variation procedures: (Not Applicable in this case)

Day work rates _____

(details)

17. (a) Valuation of the Works:

- i. Lump sum price Not Applicable (details), or
- ii. Lump sum price with schedules of rates Not Applicable (details), or
- iii. Lump sum price with bill of quantities **BOQ Attached** or
- iv. Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR Not Applicable (details), or/and
- v. Cost reimbursable Not Applicable (details)

18. Mobilization / Secure Advance:

(Not Applicable in this case)

19. Percentage of retention : Rest of 0% *Security Deposit would be deducted from each bill (running / final)*

20. Currency of payment: Pak. Rupees

21 Arbitration

Place of Arbitration: Karachi, Province of Sindh

Scope of Work

SUPPLY OXYGEN & NITROUS OXIDE IN SOBHRAJ MATERNITY HOSPITAL, KMC FOR 12 MONTHS PERIOD.

Source of Fund

KMC Funded

SUPPLY OXYGEN & NITROUS OXIDE IN SOBHRAJ MATERNITY HOSPITAL,
KMC FOR 12 MONTHS PERIOD.

ELIGIBILITY CRITERIA

The evidence / documents for the following minimum qualification / eligibility criteria will be checked during opening process of tender & if anyone is missed or not found then the tender will be summarily rejected after the evaluation process.

Part-A: Eligibility Criteria

1. Valid NTN Certificate.
2. Valid Sales Tax Registration / Valid SBR Certificate (**Whichever is applicable**).
3. Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
4. Bid must be valid as mentioned in Bidding Data and unconditional.
5. All rates quoted including the total amount of the bid shall be in figures & words (both).
6. All Corrections / overwriting shall be clearly re-writing with initials & duly stamped by the bidder.
7. The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized person, if other than the signatory of the firm.

PART-B: Minimum Qualification Criteria: (All proofs should be attached for Scrutiny & Evaluation).

8. The working experience of the bidder under required relevant tender assignment should be 03 years with the Semi & Government Institution (Documentary Evidence should be attached).
9. The preceding / last working experience of the bidder with KMC should be available and completed the same with the entire satisfaction of the requisite type of work.
10. Average Annual Turn Over of the firm should not less than the quoted bid amount for the last (03) three years. (Attach documentary evidence of Financial Position of the 03 three years i.e Bank Statement / Financial Statement).
11. Income Tax return under ATL of last 03 consecutive years.
12. The bidder shall not be blacklisted from Government/Semi Government/Autonomous/Private organization and not punishable from the any court of law institution. In this regard, an affidavit relating to NO Blacklisting & NO Litigation Court cases of bidder Firm stating on Stamp Paper of Rs.200/-must be attached with bidding document.

Those bids, which will meet all conditions of Eligibility Criteria A & B, shall be declared as "Most Advantageous Bids/Substantial Responsive Bids".



KARACHI METROPOLITAN CORPORATION
OFFICE OF THE DIRECTOR
(CONTRACT MANAGEMENT WING-CMW)
FINANCE & ACCOUNTS DEPARTMENT

Room No.19, 2nd Floor, KMC Head Office M.A. Jinnah Road Karachi
 Phone No.021-99215795

PRICE SCHEDULE

SUBJECT: SUPPLY OXYGEN & NITROUS OXIDE IN SOBHRAJ MATERNITY HOSPITAL, KMC (12 MONTHS PERIOD).

BILL OF QUANTITIES

Item No	Description	Quantities / Unit	Unit	Rate in Figure	Rate in Word	Amount
1	2	3	4	5	6	7
1.	Oxygen Cylinder	40 Per Month	Cylinder			
2.	Nitrous Oxide	04 Per Month	Cylinder			
Total Amount of Offer Rate						
Total Amount in Word _____						

NOTE

- 1) The tender estimated cost is upto 2.200 Million.
- 2) Rates must be quoted in figures as well as in words and no one item of price schedule should be blanked OR without quoting rate. Otherwise, bid will be liable to be rejected.
- 3) Bank Guarantee / Pay Order of Bid Security Deposit will be considered.
- 4) After approval of tender by issuing of Supply / Work order, the contractual work will be started immediately and completed within contractual time period.
- 5) The requisite work should be carried out on the basis of standards specification of price schedule, whereas sub-standard type of work is liable to be rejected. The Competent Authority of KMC has right to impose penalty, and stop the payment of supply works till the finalization of sub-standard execution ambiguity.
- 6) All the procuring works may be carried out by the Contractor on the written orders of Sr. Director (M&HS) KMC to the competent person authorized by the Sr. Director (M&HS) KMC
- 7) Quantities of requisite procuring work can be increased/decreased as per requirement of existing scenario and sought by executing department. Part Payment against Part Delivery is allowed.

8) Contractor shall be entirely held responsible to pay all applicable taxes, duties, license fees, charges etc. levied by any government entity time to time for this contract.

Checked & Verified by:

I / We quoted the Price Schedule and bound ourselves to Comply all terms and condition of this contract with all existing rules and regulation of KMC and I have attached a Bid Security in shape of Pay Order / Bank Guarantee _____ No. _____

(Pay Order / Bank Guarantee)

Dated	issued	from
	Amounting	Rs.
_____	in favour of Karachi Metropolitan Corporation (KMC).	

Signature of Bidder with Stamp

FORM OF BID**(LETTER OF OFFER)**

Bid Reference No. _____

(Name of Works)

To:

Director (CMW)
Finance & Accounts Department
Karachi Metropolitan Corporation

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Scope of Work, Source of fund for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of _____ and _____ address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents for the Total Bid Rebate (In terms of Percentage) of _____ %.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn on _____ in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address _____

Witness:

(Signature) _____

Name: _____

Address: _____

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____
Executed on. _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of acceptance _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS,

that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Employer, we find ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____

_____ (Name of Project).

NOW THEREFORE,

if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and valid till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

1. _____

2. _____

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

Stamp Value Rs. _____

FORM OF CONTRACT AGREEMENT
KARACHI METROPOLITAN CORPORATION
AGREEMENT

Project _____

Cost _____

Completion Time _____ Penalty: _____

An Agreement made this _____ day of _____ 2026 Between the Karachi Metropolitan Corporation through its _____ Hereinafter called the "KMC", (which expression shall mean and include his successors) of the One part and M/s _____ Having their office at

Karachi through their _____ hereinafter called the "Contractor" (which expression shall mean and include his successors, heirs, executors, administrator and assignees) of the other Part.

Whereas the KMC has accepted the tender of the Contractor dated _____ on percentage basis at _____ % above/below/at par the schedule of rates plus offer rate/on item rate basis / on turnkey basis for completion of the work namely

_____ at a cost of Rs. _____ (Rupees _____ only) within a period of _____ according to the specification and general conditions of the contract signed by the Contractor after having made himself fully acquainted with their meaning.

AND WHEREAS

The Contractor has already deposited with the KMC a sum of Rs. _____ (Rupees _____ Only) Vide Pay

Order/Bank Guarantee No. _____ Dated _____ from _____ Bank _____ Branch, Karachi on account of 2% Earnest Money for the said contract. The Said P.O. has been encashed and deposited into the Bank A/C of KMC vide Challan No. _____ dated _____

AND WHEREAS the Contractor has also deposited a Pay Order No. _____
dated _____ / _____ Bank _____ Guarantee _____
No _____ dated _____
from _____ Bank _____
Branch, Karachi for an amount of Rs. _____
(Rupees _____ Only).

Agreed to the deduction of the amount equal to 8% from his running payments to make the total Security. The claim for refund of Security can be lodged after six months of the satisfactory completion of the work and after issuance of completion certificate by the Executing Department Sr. Director (M&HS) KMC.

AND WHEREAS the Contractor (if required under the contract) shall also furnish a Performance Bond in shape of Bank Guarantee from a scheduled bank for the amount equal to 5% of the contract value which shall be released after completion of the work and after issuance of necessary certificate by the Executing Department i.e Sr. Director (M&HS) KMC.

AND WHEREAS the Contractor has given a lien to the KMC over the Security and Performance Bond for due fulfillment of the contract and does hereby bind himself, his heirs, successors legal representative and assignee to pay to the KMC, penalty through forfeiture of the said Security and the Performance Bond in case of breach of any condition of the contract without prejudice to the right of KMC to recover the damages from the Contractor for any such breach as per condition of the contract.

AND WHEREAS the following documents shall be deemed to from and be read and construed as part of this Agreement.

- I. Notice inviting tenders.
- II. Tender documents marked _____ and dated _____ including terms and conditions, BOQ, specifications and drawings.
- III. Work schedule.
- IV. Payment schedule
- V. Security and Performance Bond.
- VI. All correspondence in respect of the contract and the work.

AND WHEREAS in consideration of the payments to be made by the KMC to the Contractor as hereinafter mentioned the Contractor hereby covenants with the KMC to execute and complete the work and remedy the defects therein in all respect in conformity with the provision of the contract.

AND WHEREAS the KMC hereby covenants to pay to the Contractor in consideration of execution and completion of the work and remedy of defects therein, contract price of such other sum as may become payable under provision of the contract.

AND WHEREAS the Contractor binds him to execute and complete the work according to specification and to pay to the KMC, compensation for delay as per relevant clause of the conditions of contracts in case he does not perform under this contract and fails to complete the work within the specified time.

AND WHEREAS the Contractor has agreed to abide by the following conditions also:

- (i) The Contractor will engage a qualified Engineer of relevant field for proper supervision and execution of work. In case, the Contractor fails to do so, the KMC will hire an Engineer on behalf of the Contractor and the emoluments of the Engineer will be deducted from the bills of the Contractor.
- (ii) The Contractor will submit supply methodology and activity plan before the start of work but not later than 7 days after issuance of Work Order.
- (iii) The Contractor will ensure availability of stationary Items and would also ensure their Proper supply of it. In case of default, the KMC will be at liberty to hire purchase the same on its own and the charges will be recovered from the bills of the contractor.
- (iv) In case of non-completion of the work within the stipulated time or if the contractor is found delaying the work deliberately he will be penalized by the Executing Agency i.e Sr. Director (M&HS) KMC strictly in accordance with the Penalty / compensation clause of the contract.

AND WHEREAS in case of any disagreement / dispute on technical matters and those relating to execution of project supply the decision of the KMC, will be final conclusive and binding on the Contractor.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the KMC and the Contractor shall respectively and well truly carry out and fulfill the contract and abide by all terms and conditions and specifications thereof.

IN WITNESS WHEREOF

The said parties have set their respective hands this _____ day of _____ 2026

KARACHI METROPOLITAN CORPORATION

CONTRACTOR

WITNESSES:-

- 1. _____

- 2. _____

METHOD OF PROCUREMENT USED

Single Stage – One Envelope Procedure (Rule 46 (1) of SPP Rule 2010) Amendment up to date.

46(1) Single Stage – One Envelope Procedure

(a) Notice Inviting Tenders and bidding documents of this method shall contain the following eligibility criteria;

- i. Relevant experience;
- ii. Turn-over of at least last three years;
- iii. registration with Income Tax, Sales Tax, SRB and Pakistan Engineering Council (where applicable);
- iv. any other factor deemed to be relevant by the procuring agency subject to provision of Rule 44;

(b) Each bid shall comprise one single envelope containing the financial proposal and required information mentioned at clause (a) above;

(c) All bids received shall be opened and evaluated in the manner prescribed in the Notice Inviting Tenders or bidding document.