NEWS

TOWN MUNICIPAL CORPORATION GULSHAN-E-IQBAL
DISTRICT (EAST), KARACHI

Main Building of TMC Gulshan near KDA Police Station, Block-14, University Road, Karachi
Tele No. 99230355-9 Fax No.99230871

No: DIR/ADMN/TMC/Gulshan/ 1806 /2026 Dated: 26/10/2026

SUBJECT :- **N.I.T. FOR PUBLICATION IN DAILY NEWSPAPER**

Enclosed herewith four (04) copies of N.I.T. for publication in leading daily Newspapers.

A confirmation copy of press clipping may kindly be sent to this office positively.

DIRECTOR ADMINISTRATION
T.M.C. GULSHAN-E-IQBAL

Received 27/10/2026 time at 6:00 PM

DIRECTOR (INFORMATION)
TOWN MUNICIPAL CORPORATION
GULSHAN-E-IQBAL DISTRICT EAST.

TOWN MUNICIPAL CORPORATION GULSHAN-E-IQBAL
DISTRICT (EAST), KARACHI

Main Building of TMC Gulshan near KDA Police Station, Block-14, University Road, Karachi
Tele No. 99230355-9 Fax No.99230871

No: DIR/ADMN/TMC/Gulshan/ /2026 Dated:

TENDER NOTICE

(As per SPPRA Rule-2010 Amended 2019)

(Single Stage-Single Envelop)

Sealed tenders for the work mentioned below is invited from the reputable Firms / Companies & Security Agencies for Providing Services of Arms Security Guards.

S. #	Name of Work	PC Cost	5% Bid Security	Tender Cost
01	Providing Armed Security Guards Services for main Head Office Building, different Parks of Town Municipal Corporation Gulshan-e-Iqbal District East Karachi	4,42,72,800/-	5% Quoted Amount	Rs: 3,000/-

SPECIAL TERMS AND CONDITIONS.

1). The Contractor will provide Armed Security Guards at above location from the date of start for 24 hours duties.

2). The Guards will be deployed at TMC Gulshan-e-Iqbal District East office and Parks in Two Shifts for 12 hours each.

3). The Contractor will ensure Security for the sites during tenure of duty.

4). The Contractor is responsible for any problems and litigation of pay and allowances of its Guards and if nay guards died on duty from his illness or any other reason then contractor shall be the wholly responsible and TMC Gulshan-e-Iqbal District East will nothing to do with this issue.

5). The bill of every month will be submitted by Contractor to the TMC Gulshan-e-Iqbal District East for payment by the first day of the month.

6). Monthly payment of Security Services should only be accepted through crossed cheque in favour of Contractor.

7). The Contract will be valid from the date of start of work and deployment of Guards at site and renewed thereafter with mutual understanding of both parties as per terms and conditions of the contract for further one year.

8). Either Party can withdraw from contract by giving at least one month prior written notice.

9). Total Nos. of 65 Armed Security Guards, 02 Nos. Security Supervisor and 08 Nos. Body Guards (if required) will perform their duties for 12 hours in two shifts.

10). TMC Gulshan District East will pay contract amount only and it shall not pay Medical, Conveyance, House Rent, SESSI, EOBI, GP Fund, & Insurance etc.

11). If additional manpower of Security Guards is requested, prior information will be given to the Contractor.

12). Payment of additional Security Guards will be paid according to sanction schedule separately.

13). The Contract shall be for One year which shall commence from the date of start.

14). The Contractor must estimate and determined for themselves what wages rates they will have to pay to the Security Guards and Supervisory staff they will require for the performance of the contract, there is no provision in the contract for escalation in contract price due to fluctuation of labour wage rates as a results of Government status ordinance and decree or otherwise. Contractor is also advice to study the labour laws of Pakistan and Pak PWD Contractor labour Regulation. The contractor shall by responsible for compliance of provision of payment of wages Act and rules made by the Government and for payment of compensation, which may became payable under Workman's compensation act or under any other Law Prevailing in the Country.

15). The contractor shall perform work under the contract on all gazette holidays and in emergency.

16). If the contractor fails to start the work within seven (07) days after the work order issued the earnest money will forfeited and the work will be treated as cancelled.

17). Not withstanding anything to the contrary contained herein, all dispute, controversies or

18). If the standard of service provided by the contractor is not up to the standard acceptable to TMC Gulshan-e-Iqbal District East, then TMC Gulshan District East may get the required service performed through other way and means at the risk and cost of the contractor and expenditure (s) incurred on obtaining such service shall be deducted from the amounts due to the contractor. If required service are not satisfactory or the contractor fail to provide the agreed service then penalties will be imposed on him for his default as per bidding data..

19). In the event contractor leaves the work before stipulated period of contract, the security deposit shall be forfeited by TMC Gulshan-e-Iqbal District East.

20). The contractor shall issue proper identity cards, Uniforms, Caps etc to all of its employees who may be detailed to the work.

21). The contractor shall at all times take all responsible precautions to prevent any Unlawful, Riotous or Disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and properly.

22). The TMC Gulshan-e-Iqbal District East shall have the option for termination the contract any reason at any time by serving a written Notice of 30 days. However in case of termination of contract by TMC Gulshan District East wherein contractor is not at fault the security deposit shall be refunded to contractor.

23). The contractor shall not sublet the whole work or any part thereof, subletting is not permissible under this Contract and will lead to disqualification and termination of Contract at the risk and cost of contractor.

24). The contractor shall provide all necessary Superintendence during execution of work and as long thereafter as the officer incharge may consider necessary for the proper fulfilling of contractor's obligations under the contract. The contractor or his competent authorized representative approved by the Town Municipal Corporation Gulshan-e-Iqbal District East (which approval may at any time be withdrawn) shall give his whole time to the Superintendence of the work such authorized representative shall receive on behalf of the contractor, instruction from the Incharge Officer. If the approval of the representative is withdrawn by the T.M.C. Gulshan-e-Iqbal District East, the contractor as soon as practicable having regard to the requirement of replacing him, after receiving notice of such withdrawn, remove the representative from the work.

25). The T.M.C. Gulshan-e-Iqbal District East shall be at liberty to object to and require the contractor to remove forthwith from the works any person provided by the contractor who in the opinion of T.M.C. Gulshan-e-Iqbal District East misconducts himself, or is incompetent or negligent in proper performance of his duties of whose presence onsite of work is otherwise considered by T.M.C Gulshan-e-Iqbal District East to be undesirable and such persons shall not again allowed upon the works without the consent of T.M.C. Gulshan-e-Iqbal District East. Any person so removed from the work shall be replaced as soon as possible.

26). The total amount of Security deposit shall be 10% (ten percent) of contract amount approved by the TMC Gulshan-e-Iqbal, including 5% performance Security and the remaining 5% of Security Deposited shall deducted from the each Running Bill of the Contractor.

27). Age of the Armed Security Guard should be between 18 to 45 year, not exceeding to 45 years.

28). In every year there should be at least four set of uniforms with caps should be given to the Armed Security Guards

29). If department not pay salaries on the 2, 3 months due to financial problems, company pay the salaries to guards & then department pay balance amount to contractor.

30). Checking of Weapon & weapon must be in good condition.

31 **Bidding / Tender Documents:** Bidding Documents shall be downloaded from the website of "EPADS" of SPPRA Sindh.

32 **Submission Date:** All bids must be submitted ONLINE only via SPPRA e-Procurement System "EPADS" and manual physical submission will not be accepted.
Bid shall be submitted online on or before **24-11-2026** by 10:00 AM will be opened on same day by 10:15 AM after 10:00 AM no physical pay order accepted.

33 Bid Validity: As per SPPRA Rules & completion of time limit 12 months..

34 The Tender documents are available for sale from the first date of publication of this NIT hoisted on EPAD from the office of **Director Administration Town Municipal Corporation Gulshan-e-Iqbal District East** during office hours on any working day on

i). Pakistan Engineering Council license / registration is not required.

b). **MINIMUM QUALIFICATION CRITERIA.**

i). Registered with relevant Tax authorities (Income Tax / Sales Tax) (where applicable).
ii). Registered with Sindh Revenue Board.
iii). Bank Statement of last 3 years.
iv). Turnover and experience at least 3 years in the relevant field (at least 2 Nos. project) (02 Million).
v). The Companies / Firms should have the renewal License for Security Services from Home Department Government of Sindh.
vi). A firm is not Black listed / Debarred by any Procuring Agency otherwise the Town Municipal Corporation Gulshan-e-Iqbal District East will disqualified the firm subject to Rule-30 of Sindh Public Procurement Rules-2010 (amended 2024).
vii) Any other factor deemed to be relevant by the Town Municipal Corporation Gulshan-e-Iqbal District East subject to the Provision of Rule-44.
viii). Each bid shall comprise One Single Envelop containing the financial proposal and required information as mentioned in Bidding documents.

ix). All the received bid shall be opened and evaluated as prescribed in the Notice Inviting Tenders or Bidding documents.

37). 5% Bid Security in shape of Pay Order as mentioned above should be enclosed along with Tender documents. The tenders in sealed cover mentioning the name of the work / Number of work should be dropped in the Tender Box kept in the office of TENDER OPENING COMMITTEE, in the Committee Room, Town Municipal Corporation Gulshan-e-Iqbal District East.

38) In case of the Opening Date is declared as a public holiday by the Government, the next official working day shall be deemed to be the date for submission and opening of tenders at the same time.

39) Conditional tender will not be accepted.

40) Tender in unsealed covers will not be entertained.

41) The total bid as well as the rates in items must be filled both in **FIGURE AND WORDS** and in case of any correction is made by the Contractor himself, then each correction must be initiated by the Contractor.

42) The Bid Security shall be released to the un-successful bidders once the contract has been signed with the successful bidder.

43) Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable for rejection.

44) The Authority of **TOWN MUNICIPAL CORPORATION GULSHAN-E-IQBAL** District East Karachi may **ACCEPT or REJECT** any or all tenders subject to the Provision of SPPRA Rules 2010 (Amended 2024).

45). SESSI Registration Certificate (Minimum 50 Guards, Contribution Slip must be attached.
46). EOBI Registration Certificate.
47). SRB Registration Certificate.
48). FBR Registration Certificate.
49). Operating License Home Department Sindh.
50). Annual Renewal of 2026.
51). NOC from Ministry of Interior.
52). APSAA Registration Certificate 2026.
53). APSAA Guards Training Certificate.
54). Guards CRO Sample.
55). Company work Experience minimum 20 years.
56). Professional Tax Certificate.

DIRECTOR ADMINISTRATION
TOWN MUNICIPAL CORPORATION
GULSHAN-E-IQBAL DISTRICT EAST

Director (CB) SPPRA, GOS
With a request to upload on the Website of SPPRA (Authority).

Copy for information to:

1) *The Chairman, Town Municipal Corporation Gulshan-e-Iqbal District (East).*
2) *The Municipal Commissioner, Town Municipal Corporation Gulshan-e-Iqbal District (East).*

TOWN MUNCIPAL CORPORATION
GULSHAN-E-IQBAL
DISTRICT (EAST), KARACHI

No.DIR/ADMN/TMC/Gulshan/1806/2026 Dated: 29-10-2026

TENDER NOTICE

(As per SPPRA Rules 2010, Amended 2024)
(Single Stage - Single Envelope System)

Sealed tenders are invited from reliable companies and security agencies to provide Armed Security Guards. All bids must be submitted online through the SPPRA EPADS portal.

S.#	Name of Work	Estimated Cost	Bid Security	Tender Fee
01	Acquiring Armed Security Guards Services for Main Head Office Building and different Parks of TMC Gulshan-e-Iqbal District East, Karachi.	Rs. 44,272,800/-	5% of Quoted Amount	Rs. 3,000/-

SPECIAL TERMS AND CONDITIONS:

01. The contractor will provide armed security guards for 24 hours daily from the start date.
02. Guards will work at TMC Gulshan office and parks in two 12-hour shifts.
03. The contractor will be responsible for full security of all given sites.
04. The contractor must manage guard salaries, allowances, and any legal issues. If a guard dies on duty due to illness or accident, TMC Gulshan will not be responsible.
05. The contractor must submit the monthly bill on the 1st day of every month.
06. Monthly payment will be made only through crossed cheque in favor of the contractor.
07. The contract will be valid for 1 year and can be extended for 1 more year with mutual agreement.
08. Either party can end the contract by giving a 1-month written notice.
09. A total of 65 Armed Guards, 2 Supervisors, and up to 8 Bodyguards (if needed) will perform duty in two shifts.
10. TMC Gulshan will pay only the approved contract amount. No extra payment will be made for medical, conveyance, rent, SESSI, EOBI, or insurance.
11. If extra guards are needed, TMC Gulshan will inform the contractor in advance.
12. Extra guards will be paid separately according to approved rates.
13. The contract period is 1 year from the start date.
14. The contractor must calculate guard salaries before submitting the bid. Contract rates will not increase due to wage changes. The contractor must follow all labor laws.
15. The contractor must provide security services on all public holidays and during emergencies.
16. If the contractor does not start work within 7 days of receiving the work order, the security deposit will be forfeited and the contract cancelled.
17. All disputes will be solved mutually or as per SPPRA Rules.
18. If security service is poor, TMC Gulshan can hire another company at the contractor's cost and deduct the amount from their bill or deposit.
19. If the contractor leaves the work before the contract ends, the security deposit will be forfeited.
20. The contractor must give proper ID cards, uniforms, and caps to all guards.
21. The contractor must ensure peaceful behavior and discipline among all guards.
22. TMC Gulshan can terminate the contract by giving a 30-day notice. If the contractor is not at fault, the security deposit will be refunded.
23. Subletting (giving the contract to another party) is not allowed and will lead to contract cancellation.
24. The contractor must appoint a representative to take daily instructions from the In-charge Officer.
25. TMC Gulshan can ask the contractor to immediately replace any guard who is negligent or behaves poorly.
26. The total security deposit is 10% of the contract value (5% performance security before signing and 5% deducted from monthly bills).
27. The age of armed guards must be between 18 and 45 years.
28. The contractor must provide at least 4 sets of uniforms with caps to each guard every year.
29. If departmental payment is delayed, the contractor must pay guard salaries from their own funds without delay.
30. All weapons must be in good working condition and legally licensed.
31. Bidding Documents: Download documents online from the SPPRA EPADS portal.
32. Bid Submission: Submit bids ONLINE ONLY via EPADS before 24-11-2026 at 10:00 AM. Manual bids will not be accepted. Bids will open on the same day at 10:15 AM.
33. Bid Validity: Bids remain valid as per SPPRA Rules (90 days).
34. Tender Fee: Submit proof of tender fee payment online with your bid.

ELIGIBILITY AND QUALIFICATION CRITERIA:

(01) PEC registration is NOT required.
(02) Valid FBR Tax Registration (Income Tax & Sales Tax).
(03) Valid SRB Registration (Sindh Revenue Board).
(04) Professional Tax Certificate.
(05) Active Home Department Sindh License (renewed for 2026).
(06) NOC from Ministry of Interior, Pakistan.
(07) Valid APSAA Registration Certificate for 2026.
(08) Guard Training Certificates and CRO verification samples.
(09) Bank Statement and Audited Reports for the last 3 years.
(10) At least 3 years of work experience in providing security services.
(11) Affidavit on stamp paper showing the company is not blacklisted.
(12) 5% Bid Security pay order in favor of TMC Gulshan-e-Iqbal.
(13) EOBI and SESSI Registration Certificates with recent payment slips.
(14) If the bid opening date is a public holiday, bids will open on the next working day.

GENERAL RULES:

- Incomplete or conditional tenders will be rejected.
- Rates must be written in both numbers and words. Any correction must be signed.
- Bid security of unsuccessful bidders will be returned after the agreement is signed.
- Canvassing or illegal influence will result in bid rejection.
- TMC Gulshan-e-Iqbal can accept or reject any bid under SPPRA Rules.

DIRECTOR ADMINISTRATION
Town Municipal Corporation
Gulshan-e-Iqbal District East, Karachi

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ٹاؤن میونسپل کارپوریشن گلشن اقبال
ڈسٹرکٹ (ایسٹ) کراچی

نمبر DIR/ADMN/TMC/Gulshan/1806/2026 بتاریخ 29-10-2026

ٹینڈر نوٹس

(بمطابق SPPRA رول 2010 ترمیم شدہ 2024)

(سنگل اسٹیج۔ سنگل لفافہ طریقہ کار)

صبح سکیورٹی گارڈز فراہم کرنے کے لیے اہل، احتساب کمپنیوں اور سکیورٹی ایجنسیوں سے سربمہر ٹینڈرز طلب کیے جاتے ہیں۔ تمام بولیاں آن لائن SPPRA EPADS پورٹل کے ذریعے جمع کرائی جائیں۔

نمبر شمار	کام کا نام	PC تخمینہ	5 فیصد بڈ سیکیورٹی	ٹینڈر فائل فیس
1	ٹی ایم سی (TMC) گلشن اقبال ڈسٹرکٹ ایسٹ کراچی کے مرکزی ہیڈ آفس کی عمارت اور مختلف پارکوں کے لیے صبح سکیورٹی گارڈز کی خدمات حاصل کرنا۔	44,272,800/- روپے	کوٹ کر دہ رقم کا 5% فیصد	3000 روپے

خصوصی شرائط و ضوابط

1- ٹھیکیدار آغاز کی تاریخ سے روزانہ 24 گھنٹے کے لیے مسلح سکیورٹی گارڈز فراہم کرے گا۔
2- گارڈز ٹی ایم سی گلشن کے دفاتر اور پارکوں میں 12 گھنٹے کی دو شفٹوں میں کام کریں گے۔
3- ٹھیکیدار تمام تجویز کردہ تقرریات کی مکمل سکیورٹی کلیئرنس حاصل کرے گا۔
4- گارڈز کی تعیناتی، برطرفی، لائسنس اور کسی بھی قسم کے قانونی معاملات کا تمام تر ذمہ ٹھیکیدار کی ذمہ داری ہوگی۔ اگر ڈیوٹی کے دوران بیماری یا حادثے کی وجہ سے کسی گارڈ کی موت واقع ہو جاتی ہے تو قانونی ورثا کی گلشن اس کا ذمہ دار نہیں ہوگا۔
5- ٹھیکیدار کو ہر ماہ کی پہلی تاریخ کو ماہانہ بل جمع کروانا ہوگا۔
6- ماہانہ ادائیگی صرف ٹھیکیدار کے نامزد چارٹرڈ اکاؤنٹنٹ کے ذریعے کی جائے گی۔
7- یہ معاہدہ ایک سال کے لیے کارآمد ہوگا اور باہمی رضامندی سے اس میں مزید ایک سال کی توسیع کی جا سکتی ہے۔
8- دونوں میں سے کوئی بھی فریق ایک ماہ کا تحریری نوٹس دے کر معاہدہ ختم کر سکتا ہے۔
9- کل 65 مسلح گارڈز، 2 سپروائزرز اور ضرورت پڑنے پر 8 عدد موٹر سائیکل گارڈز دو شفٹوں میں ڈیوٹی سرانجام دیں گے۔
10- ٹی ایم سی گلشن صرف معاہدے میں طے شدہ منظور شدہ رقم ادا کرے گا۔ یعنی اخراجات، آمد و رفت (کنوینس)، کرائے، EOBI، SESSI یا یونیفارمز کے لیے کوئی اضافی ادائیگی نہیں کی جائے گی۔
11- اگر مزید گارڈز کی ضرورت پیش آئی تو ٹی ایم سی گلشن ٹھیکیدار کو تحریری اطلاع دے گا۔
12- اضافی گارڈز کی ادائیگی منظور شدہ نرخوں کے مطابق الگ سے کی جائے گی۔
13- معاہدے کی مدت آغاز کی تاریخ سے 1 سال ہوگی۔
14- ٹھیکیدار کو بولی جمع کرانے سے پہلے گارڈز کی تنخواہوں کا تخمینہ لگانا چاہیے۔ اجرتوں میں تبدیلی کی وجہ سے معاہدے کے نرخوں میں اضافہ نہیں کیا جائے گا۔ ٹھیکیدار کو لیبر (حقوق دہندگان سے متعلق) قوانین کی مکمل پاسداری کرنی ہوگی۔
15- ٹھیکیدار کو تمام سرکاری تعطیلات اور ہنگامی حالات کے دوران سکیورٹی خدمات فراہم کرنی ہوں گی۔
16- اگر ٹھیکیدار وقت آغاز موصول ہونے کے 7 دنوں کے اندر کام شروع نہیں کرتا ہے تو سکیورٹی ڈپازٹ ضبط کر لیا جائے گا اور معاہدہ منسوخ کر دیا جائے گا۔
17- تمام کارکردگی باہمی رضامندی سے SPPRA کے قواعد و ضوابط کے مطابق حل کیے جائیں گے۔
18- اگر سکیورٹی سروس کا سپروائزر ناخوش ہو تو TMC گلشن ٹھیکیدار کے ذریعے کسی دوسری گنتی کی خدمات حاصل کر سکتی ہے اور اس رقم کو ٹھیکیدار کے بل یا ڈپازٹ سے منہا (کاٹ) سکتی ہے۔
19- اگر ٹھیکیدار معاہدے کی مدت ختم ہونے سے پہلے کام چھوڑ دیتا ہے تو سکیورٹی ڈپازٹ ضبط کر لیا جائے گا۔
20- ٹھیکیدار کو تمام گارڈز کو شناختی کارڈ، یونیفارم اور وردیاں فراہم کرنی ہوں گی۔
21- ٹھیکیدار کو اس بات کو یقینی بنانا ہوگا کہ تمام گارڈز پر امن رویہ اختیار کریں اور ضابطہ کی پابندی کریں۔
22- TMC گلشن 30 دن کا نوٹس دے کر معاہدہ ختم کر سکتی ہے۔ اگر اس میں ٹھیکیدار کی کوئی غلطی نہ ہو تو سکیورٹی ڈپازٹ واپس کر دیا جائے گا۔

23- ذیلی ٹھیکہ (subletting) یعنی معاہدہ کسی اور فریق کو سونپا جا سکتا نہیں ہے، اور ایسا کرنے کی صورت میں معاہدہ منسوخ کر دیا جائے گا۔
24- ٹھیکیدار کو ایک نمائندہ مقرر کرنا ہوگا جو انچارج افسر سے روزانہ کی ہدایات وصول کرے گا۔
25- TMC گلشن ٹھیکیدار سے کہہ سکتی ہے کہ وہ کسی بھی ایسے گارڈ کو فوری طور پر تبدیل کرے جو غفلت برتتا ہو یا جس کا رویہ نامناسب ہو۔
26- کل سکیورٹی ڈپازٹ معاہدے کی مالیت کا 10 فیصد ہوگا (معاہدے پر دستخط کرنے سے پہلے 5 فیصد "پرفارمنس سکیورٹی" اور 5 فیصد ماہانہ بلوں سے کٹوتی کی صورت میں)۔
27- مسلح گارڈز کی عمر 18 سے 45 سال کے درمیان ہونی چاہیے۔
28- ٹھیکیدار کو ہر سال ہر گارڈ کے لیے یونیفارم اور نوٹیوں کے کم از کم 4 سیٹ فراہم کرنے ہوں گے۔
29- اگر گلشن کی جانب سے ادائیگی میں تاخیر ہوتی ہے، تب بھی ٹھیکیدار کو اپنے ذاتی فنڈز سے گارڈز کی تنخواہیں بلا تاخیر ادا کرنی ہوں گی۔
30- تمام ہتھیار ایجنسی کے نام کرنے کی حالت میں اور قانونی طور پر لائسنس یافتہ ہونے چاہئیں۔
31- بولی کے دستاویزات، وضاحتیں اور SPPRA EPADS پورٹل سے آن لائن ڈاؤن لوڈ کریں۔
32- بولی جمع کروانا: بولیاں 24-11-2026 کو صبح 10:00 بجے سے پہلے صرف آن لائن (EPADS کے ذریعے) جمع کروائیں۔ میمنول بولیاں قبول نہیں کی جائیں گی۔ بولیاں اسی دن صبح 10:15 بجے کھولی جائیں گی۔
33- بولی کی میعاد: بولیاں SPPRA کے قواعد کے مطابق (90 دنوں تک) کارآمد رہیں گی۔
34- ٹینڈر فیس: ٹینڈر فیس کی ادائیگی کا ثبوت اپنی بولی کے ساتھ آن لائن جمع کروائیں۔

تعلیمی قابلیت اور اہلیت کا معیار:

(1) پی ای سی (PEC) رجسٹریشن کی ضرورت نہیں ہے۔
(2) ایف بی آر (FBR) نیلکر رجسٹریشن (اگر نیلکس اور سیلز ٹیکس)۔
(3) ایس آر بی (SRB) سندھ ریونیو بورڈ رجسٹریشن۔
(4) پروفیشنل ٹیکس سرٹیفکیٹ۔
(5) ہوم ڈیپارٹمنٹ سندھ کا فعال لائسنس (جو 2026 تک تجدید شدہ ہو)۔
(6) وزارت داخلہ، پاکستان کی جانب سے این او سی (NOC)۔
(7) سال 2026 کے لیے اے پی ایس اے (APSAA) رجسٹریشن سرٹیفکیٹ۔
(8) گارڈز کی تربیت کے سرٹیفکیٹس اور سی آر او (CRO) تصدیق نامے۔
(9) گزشتہ 3 سالوں کی بینک اسٹیٹمنٹ اور آڈٹ شدہ رپورٹس۔
(10) سکیورٹی خدمات فراہم کرنے کا کم از کم 3 سالہ تجربہ۔
(11) استامپ پیپر پر حلف نامہ جس میں اس بات کی تصدیق ہو کہ کمپنی بلیک لسٹ نہیں ہے۔
(12) ٹی ایم سی گلشن اقبال کے حق میں 5 فیصد "بڈ سیکیورٹی" پے آرڈر۔
(13) ای او بی آئی (EOBI) اور ایس ای ایس آئی (SESSI) رجسٹریشن سرٹیفکیٹس، بمعہ حالیہ ادائیگی کی سلپس۔
(14) اگر بولیاں کھولنے کی تاریخ کو عام تعطیل ہو تو بولیاں اگلے کاروباری دن کھولی جائیں گی۔

عمومی اصول:

- نامکمل یا مشروط ٹینڈرز مسترد کر دیے جائیں گے۔
- نرخ (ریٹس) ہندسوں اور الفاظ دونوں میں درج ہونے چاہئیں۔ کسی بھی قسم کی قطع برید پر دستخط ہونا لازمی ہے۔
- ناکام بولی دہندگان کی بڈ سیکیورٹی (ضمانتی رقم) معاہدے پر دستخط ہونے کے بعد واپس کر دی جائے گی۔
- سفارش کروانے یا غیر قانونی اثر و رسوخ استعمال کرنے کی صورت میں بولی مسترد کر دی جائے گی۔
- ٹی ایم سی (TMC) گلشن اقبال، ایس پی پی آر اے (SPPRA) قواعد کے تحت کسی بھی بولی کو قبول یا مسترد کر سکتی ہے۔

ڈائریکٹر ایڈمنسٹریشن
ٹاؤن میونسپل کارپوریشن
گلشن اقبال ڈسٹرکٹ ایسٹ کراچی



ٹاؤن میونسپل کارپوریشن گلشن اقبال
ضلع (اوپر) کراچي

نمبر: DIR/ADMN/TMC/Gulshan/1806/2026 تاريخ 29_10_2026

ٹينڈر نوٹس

(ايس پي پي آر اي رولز 2010 ، ترميم ٹيبل 2024 جي مطابق)
(سنگل اسٽيج ـ سنگل اينولپ سسٽم)

مسلح سيڪيورٽي گارڊ فراهم ڪرڻ لاءِ قابل اعتماد ڪمپنين ۽ سيڪيورٽي ايجنسين کان سيل ٹيبل ٹينڈر گهربل آهن. سپني بولين لازماً SPPRA EPADS پورٽل ذريعي آن لائن جمع ڪرايون وڃن

نمبر	ڪم جو نالو	تخميني لاڳت	بڈ سيڪيورٽي	ٹينڈر فيس
01	ٹي ايم سي گلشن اقبال ضلع اوپر ڪراچي جي مين هيڈ آفيس بلڊنگ ۽ مختلف پارڪن لاءِ مسلح سيڪيورٽي	روپيا 44,272,800/-	ڪورٽ ڪيل رقم جو 5٪	روپيا 3,000/-

خاص شرط ۽ ضابطا:

01. ٹيڪيدار شروع ٿيڻ واري تاريخ کان روزانو 24 ڪلاڪن لاءِ مسلح سيڪيورٽي گارڊ فراهم ڪندو.
02. گارڊ ٽي ايم سي گلشن آفيس ۽ پارڪن ۾ ٻن 12 ڪلاڪن جي شفٽن ۾ ڪم ڪندا.
03. ٽيڪيدار ڊٽل سپني سائيٽن جي مڪمل سيڪيورٽي جو ذميوار هوندو.
04. ٽيڪيدار لاءِ لازمي آهي ته هو گارڊن جون پگهارون، الاؤنسز ۽ ڪنهن به قانوني معاملي کي سنڀالي. جيڪڏهن ڪو گارڊ بيماري يا حادثي سبب ڊيوٽي دوران فوت ٿي وڃي ته ٽي ايم سي گلشن ذميوار نه هوندو.
05. ٽيڪيدار هر مهيني جي 1 تاريخ تي مهيني جو بل جمع ڪرائڻ جو پابند هوندو.
06. مهيني جي ادائيگي صرف ٽيڪيدار جي نالي ڪراس ٽيبل چيڪ ذريعي ڪئي ويندي.
07. معاهدو 1 سال لاءِ، قابل عمل هوندو ۽ باهمي رضامندي سان وڌيڪ 1 سال لاءِ وڌائي سگهجي ٿو.
08. ڪنهن به قدر 1 مهيني جو تحريري نوٽيس ڏئي معاهدو ختم ڪري سگهي ٿي.
09. ڪل 65 مسلح گارڊ، 2 سپروائيزر، ۽ 8 نائٽين بادي گارڊ؛ جيڪڏهن ضرورت پوئي، ٻين شفٽن ۾ ڊيوٽي سرانجام ڏيندا.
10. ٽي ايم سي گلشن صرف منظور ٽيبل معاهدي جي رقم ادا ڪندو. ميڊيڪل، ڪرائي، گهر جي ڪرائي، EOBI/SESSI يا انشورنس لاءِ ڪا به اضافي ادائيگي نه ڪئي ويندي.
11. جيڪڏهن اضافي گارڊن جي ضرورت پوئي ته ٽي ايم سي گلشن ٽيڪيدار کي اڳواٽ اطلاع ڏيندو.
12. اضافي گارڊن جي ادائيگي منظور ٽيبل ريٽن مطابق الڳ ڪئي ويندي.
13. معاهدي جو مدو شروع ٿيڻ واري تاريخ کان 1 سال هوندو.
14. ٽيڪيدار کي بڈ جمع ڪرائڻ کان اڳ گارڊن جي پگهارن جو حساب ڪتاب ڪرڻو پوندو. پگهارن ۾ تبديلي، سبب معاهدي جا ريٽ نه وڌايا ويندا. ٽيڪيدار سپني ليبر قانونن جي پاسداري ڪندو.
15. ٽيڪيدار کي سپني سرڪاري موڪلن ۽ ايمرجنسي واري صورتحال ۾ سيڪيورٽي خدمتون فراهم ڪرڻيون پونديون.
16. ٽيڪيدار جيڪڏهن سيڪيورٽي سروس ناڪافي هڻي، ته ٽي ايم سي گلشن ٽيڪيدار جي خرچ تي ٻي ڪمپني حاصل ڪري سگهي ٿو ۽ رقم سندن بل يا ڊپوزٽ مان ڪٽي سگهي ٿو.
17. جيڪڏهن ٽيڪيدار معاهدو ختم ٿيڻ کان اڳ ڪم ڇڏي ڏئي ٿو، ته سيڪيورٽي ڊپوزٽ ضبط ڪئي ويندي.
18. ٽيڪيدار سپني گارڊن کي مناسب آءِ ڊي ڪارڊ، يونيفارم ۽ ڪيب ٽوپيفراهم ڪندو.
19. ٽيڪيدار سپني گارڊن کي پيراميڊيڪل تربيت فراهم ڪندو.
20. ٽيڪيدار سپني گارڊن کي پيراهن ورتا، ۽ نظم و ضبط کي يقيني بڻائيندو.
21. ٽي ايم سي گلشن 30 ڏينهن جو نوٽيس ڏئي معاهدو ختم ڪري سگهي ٿو. جيڪڏهن ٽيڪيدار جي ڪا غلطي نه هوندي، ته سيڪيورٽي ڊپوزٽ واپس ڪئي ويندي.
22. سب ليٽنگ، معاهدو ڪنهن ٻئي کي ڏيڻ (جي اجازت ناهي) ۽ اِن سان معاهدو منسوخ ٿي ويندو.
23. ٽيڪيدار انچارج آفيسر کان روزانو جون هدايتون ونڊ لاءِ هڪ نمائندو مقرر ڪندو.
24. ٽي ايم سي گلشن ٽيڪيدار کي ڪنهن به اهڙي گارڊ کي نڪرڻو منڊائن لاءِ چئي سگهي ٿو جيڪو لاپرواهي ڪري يا ناڪافي ورتا، ڪري.
25. ڪل سيڪيورٽي ڊپوزٽ معاهدي جي قيمت جو 10٪ هوندي دستخط ڪرڻ کان (5٪ پرفارمنس سيڪيورٽي ۽ 5٪ مهيني جي بلن مان ڪٽي ويندي).
26. مسلح گارڊن جي عمر 18 کان 45 سالن جي درميان هڻڻ گهرجي.
27. ٽيڪيدار هر سال هر گارڊ کي ٻوين سان گڏ يونيفارم جا گهٽ ۾ گهٽ 4 سيٽ فراهم ڪندو.
28. جيڪڏهن ڪاڻي جي ادائيگي ۾ دير ٿئي ٿي، ته ٽيڪيدار کي بغير ڪنهن دير جي پنهنجي فنڊن مان گارڊن جون پگهارون ادا ڪرڻيون پونديون.
29. سپني هٿيار بهترين ڪم ڪندڙ حالت ۾ ۽ قانوني طور تي لائسنس يافته هڻڻ گهرجن.
30. بڈنگ دستاويز SPPRA EPADS پورٽل تان آن لائن دستاويز ڊائون لوڊ ڪريو.
31. بڈ جمع ڪرائڻ 24_11_2026 تي صبح 10:00 وڳي کان اڳ صرف EPADS ذريعي آن لائن بڈ جمع ڪرايو. مينوئل بڈ قبول نه ڪيون ويندیون. بولين ساڻئي ڏينهن صبح 10:15 بجے کوليو ويندیون.
32. بڈ جي ميعاد: بڈس SPPRA رولز جي مطابق (90) ڏينهن تائين قابل عمل رهنديون.
33. ٽينڈر فيس پنهنجي بڈ سان گڏ ٽينڈر فيس جي ادائيگي جو ثبوت آن لائن جمع ڪرايو.

اهليت ۽ قابليت جا معيار:

(1) PEC رجسٽريشن جي ضرورت ناهي.
(2) فيڊرل بورڊ آف ريونيو (FBR) جي (صحيح نڪس رجسٽريشن انڪم ٽئڪس ۽ سيلز ٽئڪس).
(3) سنڌ ريونيو بورڊ (SRB) جي صحيح رجسٽريشن.
(4) پروفيشنل ٽئڪس سرٽيفڪيٽ.
(5) هوم ڊپارٽمينٽ سنڌ جو فعال لائسنس (1 سال 2026 لاءِ تجديد ٿيل).
(6) وزارت داخله، پاڪستان مان اين او سي (NOC).
(7) سال 2026 لاءِ فعال APSAA رجسٽريشن سرٽيفڪيٽ.
(8) گارڊن جا ٽريننگ سرٽيفڪيٽ ۽ سي آر او (CRO) تصديقي نمونا.
(9) گذريل 3 سالن جي پڪنڪ اسٽيٽمينٽ ۽ آڊٽ ٿيل رپورٽون.
(10) سيڪيورٽي خدمتون فراهم ڪرڻ جو گهٽ ۾ گهٽ 3 سالن جو تجربو.
(11) استامپ پيپر تي حلف نامو (Affidavit) ته ڪمپني بليڪ لسٽ ٿيل ناهي.
(12) ٽي ايم سي گلشن اقبال جي نالي 5٪ بڈ سيڪيورٽي پي آر او.

ٽي ايم سي گلشن اقبال جي نالي 5٪ بڈ سيڪيورٽي پي آر او.
ين اداڻيگين جي سلپن سان گڏ EOBI ۽ SESSI رجسٽريشن سرٽيفڪيٽ.
جڪڏهن بڈ کولڻ جي تاريخ تي سرڪاري موڪل هوندي، ته بڈس ايندڙ ڪم واري ڏينهن تي کوليون

ا:
ا مشروط ٽينڈر رد ڪيا ويندا.
يمنٽون الڳ ۽ لفظي پنهنجي ۾ لکڻ لازمي آهن. ڪنهن به تصحيح تي صحيح دستخط (هڻڻ گهرجي
هولي ڏينڈر جي بڈ سيڪيورٽي معاهدي تي صحيح ٿيڻ بعد واپس ڪئي ويندي
، بااثر طريقي يا غير قانوني اثر رسوخ جي استعمال سان بڈ رد ڪئي ويندي
سي گلشن اقبال ايس پي پي آر اي (SPPRA) روالز تحت ڪنهن به بڈ کي قبول يا رد ڪري سگهي ٿو

ڊائريڪٽر ايڊمنسٽريشن
ٽاؤن ميونسپل ڪارپوريشن
گلشن اقبال ضلع اوپر، ڪراچي

R&I
No. M28400
Date 17-08-2026

GOVERNMENT OF SINDH
LOCAL GOVERNMENT & HTP DEPARTMENT

Karachi, dated the 17th August, 2026

NOTIFICATION

No. SO-V(LG)/33-01/2026- With the approval of the Competent Authority, a Procurement Committee for Town Municipal Corporation Gulshan, Karachi comprising following members for opening of all tenders for the financial year 2026-27 is hereby constituted under Rule-7 & 8 of the SPPRA Rules, 2010 (Amended upto date):-

Sr.#	Designation	Position
1.	Superintendent Engineer, TMC Gulshan, District East	Chairman
2.	Executive Engineer, TMC Gulshan, District East	Member
3.	Executive Engineer, TMC, Chancsar	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 we ll as financial revaluation of the bids;
iii) Preparing evaluation report as provided 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

SECRETARY TO GOVT. OF SINDH

NO.SOV(LG)/33-01/2026:- **Karachi dated the 17th August, 2026**

A copy is forwarded for information:-

1. The Director, Sindh Public Procurement Regulatory Authority, Karachi.
2. The Regional Director, Local Government, Karachi Division.
3. The Chairman / Town Municipal Commissioner, TMC Gulshan, Karachi.
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. Office Order File.

17/08/26

SECTION OFFICER-V

TOWN MUNICIPAL CORPORATION GULSHAN-E-IQBAL DISTRICT (EAST), KARACHI
Main Building of TMC Gulshan District (East) near KDA Police Station, Block-14, University Road, Karachi

EVALUATION CRITERIA.

Bid Opening Clarification and Evaluation

The procuring Agency will open the bids, in presence of Bidders' representatives who choose to attend at the time date and in the Place specified in the Bidding Data.

The Bidder's Name, Bid price, any discount the presence or absence of bid Security, and such other details as the Procuring Agency as its discretion may consider appropriate will be announced by the Procuring Agency at the Bid Opening. The Procuring agency will record the Minutes of the Bid Opening. Representatives of the Bidders who choose to attend shall Sign the Attendance sheet.

Any bid price or discount which is not read out and recorded at Bid opening will not be taken into Account in the Evaluation of Bid.

To assist in the Examination, Evaluation and comparison of bids the Engineering / Procuring Agency may at its discretion, asked the Bidder for a clarification and the response shall be in writing and no change in the Price or Substance of the Bid shall be sought, offered or permitted (SPP Rule-43).

a). Prior to the detailed evaluation, the Engineering / Procuring Agency will determine the substantial responsive bid is one which confirms to all the terms and conditions of the bidding documents without material documents. I: is include termining the requirements listed in the Bidding Data.

b). Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiply the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the
Word and figures the amount in the works shall prevail. If there is discrepancy between the total bid price entered in the form of bid and the total shown in the schedule of prices-summary, the amount stated in the form of bid will be corrected by the Procuring Agency in accordance with the corrected schedule of price.

If the bidders does not accept the corrected amount of bids, his bid rejected and his Bid security forfeited.

A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

Any minor in formality or non-conformity or irregularity in the Bid which does not constitute a material deviation (Major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (material) Deviations include: -

(i). has been not properly signed;
(ii). is not accompanied by the bid security of required amount and manner;
(iii). Stipulating price adjustment when fixed price bids were called for;
(iv). Failing to respond to specification;
(v). Failing to comply with Mile-stones/critical dates provided in the bidding documents;

(vi). Sub-Contracting contrary to the conditions of Contractor specified in bidding documents;
(vii). Refusing to bare important responsibilities and liabilities allocated in the bidding documents, such as performance Guarantees and insurance coverage;
(viii). Taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
(ix). A material deviation or reservation is one;
(a). Which affect in any substantial way the scope, quality or performance of the works;
(b). Adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B). Minor Deviations.

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purpose only during the detailed evaluation process.

The Engineer / Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive as per requirements given hereunder, Bids will be evaluated for compete scope of works. The prices will be compared on the basis of the Evaluated Bid Price herein below.

Technical Evaluation: It will be examined in detail where the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features / criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

Evaluation Bid Price.

In evaluating the bids the Engineer / Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustment) in the manner and to the extent indicated below to determine the Evaluated Bid Price.

(i). Making any correction for arithmetic errors hereof.
(ii). Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
(iii). Excluding Provisional sums and the Provisions for contingencies in the Bill of Quantities responsive if any, but including Day work, where priced competitively.

Financial Evaluation and Comparison of Bids.

The T.M.C. Gulshan District (East) will evaluate and compare only the bids determined to be Substantially responsive in accordance with the Rule.

If the bid of the successful bidders is seriously unbalanced in relation to the T.M.C. Gulshan District (East) Estimate of the cost of work to be performed under the Contract, the T.M.C. Gulshan District (East) may require the bidder to produce detailed price analysis for any or all Items of the Bill of Quantities to demonstrate the Internal consistency of those prices with the Construction method and Schedule proposed.

Security Incharge
T.M.C. Gulshan District (East)

Director Administration
T.M.C. Gulshan District (East)

Signature of contractor: _____

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

``PROCUREMENT OF WORKS

(For Contracts (Small) amounting between Rs.2.5 million to Rs.50 million)

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INSTRUCTIONS TO PROCURING AGENCIES

INSTRUCTIONS TO PROCURING AGENCIES
(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B. Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

(i) Invitation for Bids

(ii) Bidding Data
(iii) Schedules to Bid (Samples)
(iv) Schedule of Prices (Format)
(v) Contract Data
(vi) Specifications
(vii) Drawings, if any

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The —Notice Inviting Tender|| is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.

2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).

3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).

4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders

These Instructions to Bidders will not be part of Contract and will cease to have effect once the Contract is signed along with Bidding Data.

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

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case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E. Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.
2. Procuring Agency should insert required experience in IB.11.2.
3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

F. Schedules to Bid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. Contract Data

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.

2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2. 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

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3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.

4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.

5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of **liquidated damages** per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between **0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.**

6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:

   a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.

   b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

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INVITATION FOR BIDS

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INVITATION FOR BIDS

Date: _____
Bid Reference No.: _____

1. The Procuring Agency, _____ [*enter name of the procuring agency*], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the *appropriate* category(*not required for works costing Rs 2.5 million or less) and/or duly* pre-qualified(*if pre-qualification is done for specific scheme/project)* with the Procuring Agency for the Works, _____[*enter title, type and financial volume of work*], which will be completed in _____ [*enter appropriate time period*] days.

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees _____(*Insert Amount).* Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at_____ (Mailing Address).

3. All bids must be accompanied by a Bid Security in the amount of Rs. _____ (Rupees _____) or _____percentage of bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to_____(*Indicate Address and Exact Location*) at or before _____ hours, on _____ (Date). Bids will be opened at _____ hours on the same day in the presence of bidders'representatives who choose to attend, at the same address [*indicate the address if it differs*].

[Note: 1. *Procuring Agency to enter the requisite information in blank spaces.*
2. *The bid shall be opened within one hour after the deadline for submission of bids.]*

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INSTRUCTIONS TO BIDDERS & BIDDING DATA

Notes on the Instructions to Bidders

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 not normally included in this Section, but rather in the appropriate sections of the *Conditions of Contract* and/or *Contract Data*.

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INSTRUCTIONS TO BIDDERS

(Note: *(These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).*

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —the Procuring Agency‖) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Works‖).
Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source,* which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

b) duly pre-qualified with the Procuring Agency. (*Where required*).
In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:-

(i) company profile;
(ii) works of similar nature and size for each performed in last *3/5* years;
(iii) construction equipments;
(iv) qualification and experience of technical personnel and key site management;

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(v) financial statement of last 3 years;
(vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
   - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
   - (ii) Schedule B: Specific Works Data
   - (iii) Schedule C: Works to be Performed by Subcontractors
   - (iv) Schedule D: Proposed Programme of Works
   - (v) Schedule E: Method of Performing Works
   - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
   - (i) Form of Bid Security,
   - (ii) Form of Performance Security;
   - (iii)Form of Contract Agreement;
   - (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.

5.2 An interested bidder, who has obtained bidding documents, may request for clarification

of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid

8.1 The Bid submitted by the bidder shall comprise the following:

(a) Offer /Covering Letter
(b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
(c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
(d) Bid Security furnished in accordance with IB.13.
(e) Power of Attorney in accordance with IB 14.5.
(f) Documentary evidence in accordance with IB.2(c) & IB.11
(g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity; or
(b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
(c) in the case of a successful bidder, if he fails within the specified time limit to:
  (i) furnish the required Performance Security or
  (ii) sign the Contract Agreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period.The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL‖ and —COPY‖ as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 The inner and outer envelopes shall

(a) be addressed to the Procuring Agency at the address provided in the Bidding Data;

(b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and

(c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

(d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.

(e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity. Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation **(major deviation)** may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (material) Deviations include:-

(i) has been not properly signed;
(ii) is not accompanied by the bid security of required amount and manner;
(iii) stipulating price adjustment when fixed price bids were called for;
(iv) failing to respond to specifications;
(v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
(vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
(vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
(viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
(ix) a material deviation or reservation is one :
  (a) which affect in any substantial way the scope, quality or performance of the works;
  (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

(i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
(ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
(iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work,** where priced competitively.

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPP Rule2(q);

(i) —**Coercive Practice**‖ means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) —**Collusive Practice**‖ means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) —**Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) **"Obstructive Practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of

evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders'qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance‖) that his bid has been accepted (SPP Rule 49).

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

ITB 21 Performance Security

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses ITB 20.3 & 20.5 or 21.1 or Clause ITB 32 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

(1) Evaluation Report;

(2) Form of Contract and letter of Award;

(3) Bill of Quantities or Schedule of Requirements. (SPP Rule 38)

ITB 22 Integrity Pact The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all South Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89).

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

Instructions to Bidders
Clause Reference

1.1 **Name of Procuring Agency**

_____

_____

(Insert name of the Procuring Agency)

Brief Description of Works

_____

_____

5.1 (a) Procuring Agency's address:

_____

_____

(Insert address of the Procuring Agency with telex/fax)

(b) Engineer's address:

_____

_____

(Insert name and address of the Engineer, if any, with telex/fax.)

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(Insert required capabilities and documents)*

i. Financial capacity: (*must have turnover of Rs-----Million);*

ii. Technical capacity:*(mention the appropriate category of registration with PEC and qualification and experience of the staff);*

iii. Construction Capacity: (*mention the names and number of equipments required for the work).*

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

Instructions to Bidders
Clause Reference

1.1 **Name of Procuring Agency**

_____

_____

(Insert name of the Procuring Agency)

Brief Description of Works

_____

_____

5.1 (a) Procuring Agency's address:

_____

_____

(Insert address of the Procuring Agency with telex/fax)

(b) Engineer's address:

_____

_____

(Insert name and address of the Engineer, if any, with telex/fax.)

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(Insert required capabilities and documents)*

i. Financial capacity: (*must have turnover of Rs-----Million);*

ii. Technical capacity:*(mention the appropriate category of registration with PEC and qualification and experience of the staff);*

iii. Construction Capacity: (*mention the names and number of equipments required for the work).*

*(ii) Bid prices are firm during currency of contract/Price adjustment;

(iii) Completion period offered is within specified limits,

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) Bid does not deviate from basic technical requirements and

(vi) Bids are generally in order, etc.

*Procuring agency can adopt either of two options. (*Select either of them)*

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID
(LETTER OF OFFER)

Bid Reference No. _____

_____

_____

(Name of Works)

To:

_____

_____

_____

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ 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 including Addenda thereto for the Total Bid Price of Rs_____(Rupees_____) or such other sum as may be ascertained in accordance with the said Documents.

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 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.

5. 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

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Program of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr. No.		Page No.
1.	Preamble to Schedule of Prices.....	24
2.	Schedule of Prices.....	26
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

* *[To be prepared by the Engineer/Procuring Agency]*

no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

(Procuring Agency may modify as appropriate)

4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
4.	Miscellaneous Items	
	(C) **Public Health Engineering Works.**	
1.	Earthwork	
2.	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
6.	Miscellaneous Items	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
	I. (Civil works)			
1.				
2.				
3.				
	II.Internal sanitary and water supply.			
1.				
2.				
3.				
	III. Electrification.			
1.				
2.				
3.				
	IV. External Development works.			
1.				
2.				
3.				
	V. Miscellaneous Items			
1.				
2.				
3.				
Total (*to be carried to Summary of Bid Price*)				
Add/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.				

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. *(attach evidence)*

Note:

* *The Procuring Agency should decide whether to allow subcontracting or not.*

In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.

2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.

3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

SCHEDULE – F TO BID

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No._____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Contractor] 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 Contractor] represents 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, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability 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 Contractor] 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 rights 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 in 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 [name of Contractor] 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.

.....
[Procuring Agency]

[Contractor]

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 —Contract‖ means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 —Specifications‖ means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 —Drawings‖ means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 —Procuring Agency‖ means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 —Contractor‖ means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 —Party‖ means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 —Commencement Date‖ means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 —Day‖ means a calendar day

1.1.9 —Time for Completion‖ means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 —Cost‖ means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but

does not include any allowance for profit.

Other Definitions

1.1.11 —Contractor's Equipment|| means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 —Country|| means the Islamic Republic of Pakistan.

1.1.13 —Procuring Agency's Risks|| means those matters listed in Sub-Clause 6.1.

1.1.14 —Force Majeure|| means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 _Materials|| means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 —Plant|| means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 —Site|| means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 —Variation|| means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

1.1.19 _Works|| means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 —Engineer|| means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

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3.2 **Engineer's/Procuring Agency's Representative**

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 **The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;

c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;

d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;

g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as **liquidity damages** stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

10.2 Valuation of Variations

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or

b) where appropriate, at rates in the Contract, or

c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which

d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or

e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 **Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:.

a) the value of the Works executed less to the cumulative amount paid previously; and

b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 **Interim Payments**

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 **Retention**

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 **Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Defaults by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

a) any sums to which the Contractor is entitled under Sub-Clause 10.4,

b) any sums to which the Procuring Agency is entitled,

c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and

d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

a) any sums to which the Contractor is entitled under Sub-Clause 10.4,

b) the cost of his demobilization, and

c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer)shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

(b) terminate the Contract; and

(c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.

(vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;

(viii) Detailed account of advances must be kept in part II of running account bill; and

(ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract

(b) Recovery of Secured Advance:

(i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.

(ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; —deduct quantity utilized in work measured since previous bill,|| equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.

(ii) value of secured advance on the materials and valuation of variations (if any).

(iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) **Valuation of the Works:**

i) Lump sum price_____(details), or

ii) Lump sum price with schedules of rates _____ (details), or

iii) Lump sum price with bill of quantities_____(details), 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 _____(details), or/and

v) Cost reimbursable_____(details)

11.3 **Percentage of retention*:** *five (5%)*

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:** *(Procuring Agency may decide, keeping in view the nature and the scope of the work)*

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

_____

(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers:

_____

_____

Other cover*:

_____

(In each case name of insured is Contractor and Procuring Agency)

14.2 **Amount to be recovered**

Premium plus _____ percent (____ %).

15.3 **Arbitration****

Place of Arbitration:_____

_____

** (Procuring Agency to specify as appropriate)*

*** (It has to be in the Province of Sindh)*

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

Instructions to Bidders
Clause Reference

1.1 **Name of Procuring Agency**
Town Municipal Corporation Gulshan-e-Iqbal District (East), Karachi.
(Insert name of the Procuring Agency)

Brief Description of Works
Providing Armed Security Guards Services for main Head Office Building, different Parks of Town Municipal Corporation Gulshan-e-Iqbal District East Karachi. as per BOQ.

5.1 (a) Procuring Agency's address:
Office of the Director Administration TMC Gulshan District (East) near KDA Police Station Block-14, University Road , Gulshan-e-Iqbal, Karachi
(Insert address of the Procuring Agency with telex/fax)

(b) Engineer's address:
Director Administration, TMC Gulshan District (East) near KDA Police Station Block-14, University Road, Gulshan-e-Iqbal, Karachi
(Insert name and address of the Engineer, if any, with telex/fax.)

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: *(as per minimum qualification criteria mentioned in the NIT)*
i. Financial capacity: (must have turnover of Rs: 400 Million);
ii. Technical capacity:*(mention the appropriate category of registration with PEC and Electrical License & all other Mandatory Documents mentioned in NIT must fulfill all criteria);*
iii. Construction Capacity: (*mention the names and number of equipments required for the work). N.A.*

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed. N.A.

13.1 **Amount of Bid Security**

5% Bid Security.

14.1 **Period of Bid Validity**
90 Days & more 90 days extendable as per SPPRA Rules

14.4 **Number of Copies of the Bid to be submitted:**

One original copy.

14.6 **(a) Procuring Agency's Address for the Purpose of Bid Submission**

Bid submitted online SPPRA "EPAD" website no any physical Bid accepted only Bid Security & Tender cost pay order accepted & other relevant documents mentioned in NIT.

(insert postal address or location of bid box for delivery by hand)

15.1 **Deadline for Submission of Bids**

Time: 10: 00 AM on 24-11-2026

16.1 **Venue, Time, and Date of Bid Opening**

Venue: only submitted Bid Security & Tender Cost & all relevant documents submitted SPPRA "EPAD" website

Time: 10:30 A.M. Date: 24-11-2026

16.4 **Responsiveness of Bids**

(i) Bid is valid till required period,

*(ii) Bid prices are firm during currency of contract/Price adjustment;

(iii) Completion period offered is within specified limits,

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) Bid does not deviate from basic technical requirements and

(vi) Bids are generally in order, etc.

*Procuring agency can adopt either of two options. (*Select either of them)*

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 12 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract. N.A.

Director Administration
TMC Gulshan District (East)

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Agency prior to issuance of the Bidding Documents.)

Sub-Clauses of
Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any
(To be listed by the Procuring Agency) NOT APPLICABLE FOR THIS TENDER

1.1.4 **The Procuring Agency** means

Town Municipal Corporation Gulshan District (East), Karachi as defined in Rule-2 (cc) SPPRA 2010.

1.1.5 **The Contractor** means
A person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 **Time for Completion 12 months**
(The time for completion of the whole of the Works should be assessed by the Procuring Agency)

1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**

Director Administration, TMC Gulshan, District (East), Karachi
(belongs to department).

1.3 **Documents forming the Contract listed in the order of priority:**

(a) The Contract Agreement
(b) Letter of Acceptance
(c) The completed Form of Bid
(d) Contract Data
(e) *Conditions of Contract*
(f) The completed Schedules to Bid including Schedule of Prices
(g) The Drawings, if any
(h) The Specifications

2.1 **Provision of Site:** On the Commencement Date

3.1 **Authorized person:** As mentioned at Clause 1.1.20 of Contract Data.

3.2 **Name and address of Engineer's/Procuring Agency's representative**

As mentioned at Clause 1.1.20 of Contract Data.

4.4 **Performance Security:**

Amount 10%

Validity 20 Days beyond the completion time

(Form: As provided under Standard Forms of these Documents)

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's Not applicable

7.2 **Programme:**

Time for submission: Within fourteen (14) days* of the Commencement Date.

Form of programme: as directed by E.I *(Bar Chart/CPM/PERT or other)*

7.4 Amount payable due to failure to complete shall be 0.10% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

7.5 **Early Completion**

In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data. (Not applicable).

9.1 **Period for remedying defects**

180 Days

10.2 (e) **Variation procedures:**

Day work rates: As per practice in TMC Gulshan District (East)

11.1 **Terms of Payments**

a) Mobilization Advance

(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:

(Not Applicable in this case)

TOWN MUNICIPAL CORPORATION GULSHAN-E-IQBAL
DISTRICT EAST KARACHI

Tender Reference No. 01.

VOLUME-II: BILL OF QUANTITIES
(SINGLE STAGE ONE ENVELOPE METHOD)

PROVIDING ARMED SECURITY GUARDS SERVICES FOR MAIN HEAD OFFICE BUILDING, DIFFERENT PARKS OF TOWN MUNICIPAL CORPORATION GULSHAN-E-IQBAL DISTRICT EAST KARACHI

PC Cost:	Rs: 4,42,72,800/-
Bid Security: -	As per NIT
Tender Cost: -	Rs: 3,000/-

SECURITY INCHARGE
T.M.C. GULSHAN-E-IQBAL

DIRECTOR ADMINISTRATION
T.M.C. GULSHAN-E-IQBAL

Issue to M/s. _____ P.O. No._____

_____ Dated: _____

Signature and Stamp of Issuing Authority

WORK NO. 01

TOWN MUNICIPAL CORPORATION GULSHAN-E-IQBAL

BILL OF QUANTITIES.

PC Cost Rs: 4,42,72,800/- Earnest Money Rs: 05% of Quoted Amount.

Time Limit : 12 Months Penalty per Day: Rs: 3,000/-

Validity Period: 90 Days. Tender Cost: Rs: 3,000/-

SUBJECT: PROVIDING ARMED SECURITY GUARDS SERVICES FOR MAIN HEAD OFFICE BUILDING, DIFFERENT PARKS OF TOWN MUNICIPAL CORPORATION GULSHAN-E-IQBAL DISTRICT EAST KARACHI

Description and rate of Items based on Market (Offer Rates).

S. #	Description of Work	Quantity	Rate	Unit	Amount
01	Security Supervisor.	02 Nos.	Rs: _____	P/Day	
02	Armed Body Guards.	08 Nos.	Rs: _____	Each	
03	Armed Security Guards.	65 Nos.	Rs: _____	Each	

Summary of Bill of Quantities

Item based on Open Rate Rs: _____

Add 10% SST Rs: _____

The total amount is Rs: _____ (Rupees _____)

for the complete job for all Open Rate.

_____

Contractor's Signature

Checked by: Address: _____

_____

SECURITY INCHARGE
T.M.C. GULSHAN-E-IQBAL

DIRECTOR ADMINISTRATION
T.M.C. GULSHAN-E-IQBAL