

**SHAHEED BENAZIR BHUTTO UNIVERSITY  
SHERINGAL DIR UPPER KHYBER PAKHTUNKHWA  
PAKISTAN.**

- **NAME OF WORK: CONSTRUCTION OF COMMUNITY CENTER.**
- **PROJECT NAME “DEVELOPMENT OF UNIVERSITY OF DIR,  
SHERINGAL”.**
- **SPONSORING AGENCY: HIGHER EDUCATION COMMISSION,  
ISLAMABAD.**
- **FUNDING AGENCY: PLANNING COMMISSION, GOP.**

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**Tender/ Contract Documents**

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**VOLUME-I**

**January, 2018**



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LTD**

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**Project Director/  
Director of Works/  
Directorate of Planning  
& Development.  
Shaheed Benazir Bhutto  
University Sheringal Dir  
Upper**



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# NOTICE INVITING TENDERS (NIT)

Signature: \_\_\_\_\_

M/S \_\_\_\_\_

Seal: \_\_\_\_\_



SHAHEED BENAZIR BHUTTO UNIVERSITY, SHERINGAL  
Sheringal, Dir Upper, Khyber Pakhtunkhwa,

Ref # \_\_\_\_\_

**Notice Inviting Tender**

The Employer (Shaheed Benazir Bhutto University, Sheringal Dir Upper), is a public sector university established under Regulation 2009, invites Sealed Bids from eligible firm(s)/person(s) duly registered/licensed by the Pakistan Engineering Council (PEC), Govt. of Pakistan, in Category C-4 or above, for the work "**Construction of Community Centre**" under the HEC, Govt. of Pakistan, PSDP funded Project "Development of University of Dir, Sheringal, Dir Upper. A foreign bidder is entitled to the bid only in a joint venture with a Pakistani Constructor(s) in accordance with the relevant provisions of the PEC by-laws. Bidding is invited in accordance with PPRA Code/Rule 36(B) "**Single Stage-Two Envelope Bidding Procedure**" comprising of "**Technical Bids & Financial Bids**".

**Scope of the Work:**

Name of The Work(Contract Package)	Estimated Cost (PKR)	Bid Security	Completion Time
Construction of "Community Centre" at Shaheed Benazir Bhutto University, Sheringal, Dir Upper	Rs. 67.694 Million	(2 % of the Quoted Cost)(PKR)	11 Months

**Terms & Conditions:**

- The detailed terms & conditions have been set forth in Bid Documents (**Volumes -I, II, III & IV**).
- A complete set of Bidding Documents (Volume I, II, III & IV) can be downloaded free of cost from official website of Shaheed Benazir Bhutto University, Sheringal, Dir Upper [www.sbbu.edu.pk](http://www.sbbu.edu.pk) or PPRA website [www.ppra.org.pk](http://www.ppra.org.pk).
- The eligible constructors/companies/firms are required to submit his/their Tender/bid documents as per following guidelines:
  - Both "Technical Bids" and "Priced/Financial Bids" must be submitted in two separate sealed inner envelopes marked "**1-Technical Bids**" and "**2-Financial/Priced Bids (Volume-III)**" which should be packed in one outer envelope.
  - Interested firms/bidders are required to furnish, duly signed and stamped all the pages of Volumes I, II, & IV binded and attached in Technical Bid. In Technical Bid provide also the company/firm brochure having Qualification Documents/information as per guidelines of Volume - I.
  - The Person(s) whose name(s) exists in Form-H/Partnership Deed will only be authorized to sign the tender, BOQ and all other Bid/contract documents.
  - The Bid Security should be enclosed with "Financial Bids" (Volume -III), however bidder will ensure in writing in the Technical Bids that 2% Bid Security of the Quoted Cost is attached in financial/priced bid.
- "Technical Bids" will be opened immediately after deadline for submission of bids in the presence of bidder / bidders' authorized representatives, who choose to attend, while the "Priced Bids" will be opened later-on after the announcement of the Evaluation of the Technical Bids. The "Technical bid" of the firm/contractor /company will be evaluated in accordance with the evaluation criteria as provided in the bidding documents.
- Financial/Priced Bids" of only Technically Qualified responsive bidders will be opened, while the Priced Bids of Technically Unqualified bidders will be returned unopened.
- Financial/Priced Bidding shall be done on "% above/at par/below on BOQ cost".
- The bidder who quote more than 10% below on the Estimated cost, is required to submit 8% additional Earnest Money/Bid Security with Financial Bid in shape of Call Deposit Receipt(CDR)/Bank Guarantee from Scheduled Bank, otherwise his bid will be considered as non-responsive and the 2nd lowest bidder and so on will be considered accordingly.
- In case of equal bid amounts among the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> etc. the lowest bidder would be decided through toss/draw by the committee.
- All taxes etc shall be deducted from the bills of the contractor/firm/company at prescribed rates notified by the Government from time to time.
- Incomplete/disfiguring/over-writing/by hand/delayed bids will be considered non responsive.

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11. The bidders are at liberty to seek any clarification or further information from the office of undersigned, if desire on any working day before closing date of the bid.
12. Conditional, incomplete, unsigned, filled with lead pencil bids are **NOT** allowed. Usage of correction fluids & corrections are strictly prohibited unless duly initiated/signed/stamped.
13. SBBU, Sheringal may ask for further information & details from time to time if required & all rights reserved.
14. Bidders are essentially required to provide correct and latest postal, email & web address, phone /mobile/fax numbers etc. for active & timely communication.
15. Sealed Priced/Financial Bids must be accompanied by a Bid Security as mentioned above in the form of Call Deposit Receipt (CDR)/Pay Order/Bank Draft from the Scheduled Bank of Pakistan in the name of Treasurer, Shaheed Benazir Bhutto University, Sheringal.
16. The construction firms providing wrong information are liable to disqualification and further legal action as per rules.
17. **The last date for submission of bids complete in all respects is 23-01-2018 (Tuesday), up to 1100 AM hours and should reach to the office of the Accounts Officer (Project), Project Management Unit, Shaheed Benazir Bhutto University, Sheringal Dir Upper.** Bids shall be opened by the Bid Opening & Evaluation Committee at 1130AM hrs of the same day in the presence of Bidders' or their authorized representative (s), who chose to attend, at Committee Room, Guest House, Shaheed BB University, Sheringal, Dir Upper.

**Ijaz Hassan, Project Director**

Shaheed Benazir Bhutto University, Sheringal, Dir Upper

Ph. No. 0944 - 885402/885406, Fax No. 0944- 885805

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# **INSTRUCTIONS TO BIDDERS (IB)**

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## **INSTRUCTIONS TO BIDDERS (IB)**

### **A. GENERAL**

#### **IB.1 Scope of Bid**

- 1.1 The Employer as defined in the Bidding Data hereinafter called "the Employer" wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

#### **IB.2 Source of Funds**

- 2.1 The Employer has received funds from HEC, Govt. of Pakistan, as indicated in the Bidding Data in Pak Rupees towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this funds will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

#### **IB.3 Eligible Bidders**

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
  - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category described in NIT and as described in these documents.
  - b. Duly enlisted with Government organizations.

#### **IB.4 One Bid per Bidder**

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

#### **IB.5 Cost of Bidding**

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **IB.6 Site Visit**

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

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IB-1

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## **B. BIDDING DOCUMENTS**

### **IB.7 Contents of Bidding Documents**

7.1 The Bidding Documents, in addition to NIT, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

#### **7.1.1 Volume-I**

1. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. Form of Bid & Appendices to Bid.
7. Form of Bid Security.
8. Form of Contract Agreement, Integrity Pact.
9. Forms of Performance Security and Secured Advance Guarantee/Indemnity Bond.

#### **7.1.2 Volume-II (Separate Volume)**

Specifications - Technical Provisions.

#### **7.1.3 Volume-III (Separate Volume)**

Bill of Quantities/ Priced Bid

#### **7.1.4 Volume-IV (Separate Volume)**

Drawings.

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

### **IB.8 Clarification of Bidding Documents**

8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 07 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

### **IB.9 Amendment of Bidding Documents**

9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 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 Employer.

9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

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IB-2

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**C. PREPARATION OF BIDS**

**IB.10 Language of Bid**

10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

**IB.11 Documents Accompanying the Bid**

11.1 Each bidder shall submit Single Packet Comprising Two Envelops inside simultaneously, one called the "Technical Bid" and the other called "Priced/ Financial Bid" along with the following documents and must also satisfy the following minimum qualifications:

- (a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) The information indicated and listed in the Bidding Data to meet the minimum criteria set out in the qualification documents which as a minimum, would include the following:
  - (i) Evidence of access to financial resources along with average annual construction turnover;
  - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
  - (iii) Work commitments since prequalification;
  - (iv) Current litigation information in original; and
  - (v) Availability of critical equipment.

And

(c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization programme etc;

11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all

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IB-3

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liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;

- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments/modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

#### **IB.12 Bid Prices**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The quantities set out in the Bill of Quantities are estimated only. The actual sum to be paid to the contractor whose tender is accepted will be determined by measuring the work actually done in accordance with the contract.
- 12.3 The Bidder/Contractor will quote his premium / rebate/at Par, for MRS and Non MRS items listed in the BOQ/Volume-III.
- 12.4 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates and prices and the total Bid Price submitted by a bidder.
- 12.5 All discounts offered by the bidders should be as per the procedure given in the Bidding Data accompanying the instructions to bidder.
- 12.6 The Constructors pertaining to the Tax Exempted area shall have to provide tax exemption certificate and shall have to clarify in their bids that the rates are not included such taxes.

#### **IB.13 Currencies of Bid and Payment**

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees.

#### **IB.14 Bid Validity**

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A

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IB-4

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bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

#### **IB.15 Bid Security**

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees.
- 15.2 The Bid Security shall be, at the option of the bidder, a bank's instrument in the form of CDR (Call Deposit Receipt), SDR (Security Deposit Receipt), Demand Draft and or Banker's Cheque (Cheque issued by Bank) of Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 30 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible upon uploading of bid evaluation report in official website, but not later than 30 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
  - (a) If the bidder withdraws his bid except as provided in Sub-Clause 22.1;
  - (b) If the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
  - (c) In the case of successful bidder, if he fails within the specified time limit to:
    - (i) Furnish the required Performance Security; or
    - (ii) Sign the Contract Agreement.

#### **IB.16 Alternate Proposals by Bidder (Not Used)**

- 16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details and conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.
- 16.2 Alternate Proposal(s) of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

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IB-5

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### **IB.17 Pre-Bid Meeting**

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

### **IB.18 Format and Signing of Bid**

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub-Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

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Signature: \_\_\_\_\_

IB-6

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**D. SUBMISSION OF BIDS**

**IB.19 Sealing and Marking of Bids**

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
  - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.
- 19.2 The inner and outer envelopes shall:
- (a) be addressed to the Employer at the address provided in the Bidding Data;
  - (b) bear the name and identification number of the contract as defined in the Bidding Data; and
  - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

**IB.20 Deadline for Submission of Bids**

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.
- Bids received other than a person shall not be entertained.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

**IB.21 Late Bids**

- 21.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
- (b) Delays in person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished.

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Signature: \_\_\_\_\_

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**IB.22 Modification, Substitution and Withdrawal of Bids**

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 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 in pursuance to Clause IB.15.

**E. BID OPENING AND EVALUATION**

**IB.23 Bid Opening**

- 23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign the attendance sheet evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

**IB.24 Process to be Confidential**

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. 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. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

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**IB.25 Clarification of Bids**

25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.

**IB.26 Examination of Bids and Determination of Responsiveness**

26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

26.2 A substantially responsive bid is one which (i) meets the eligibility criteria given in these documents/ BD; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**IB.27 Correction of Errors**

27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) in case of premium/ rebate on MRS items, the discrepancy between the amounts in figures and in words, the amount in words will govern;
- (b) in case where bidder quote the item rates (items other than MRS), 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 prevails. If there is a discrepancy between the total bid price entered in Form of Bid and the total shown in Bill of Quantities, the amount stated in the Form of Bid will be corrected by the Employer/ Engineer in accordance with the Corrected Bill of Quantities.

27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

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## **IB.28 Evaluation and Comparison of Bids**

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause IB.27;
  - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
  - (b) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

## **F. AWARD OF CONTRACT**

### **IB.29 Award**

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer 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 eligible in accordance with bidding criteria described in bidding data and the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or 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.

### **IB.30 Employer's Right to Accept any Bid and to Reject any or all Bids**

- 30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to

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award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

### **IB.31 Notification of Award**

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.2 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

### **IB.32 Performance Security**

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 14-21 days after the issuance/receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

### **IB.33 Signing of Contract Agreement**

- 33.1 Within 07 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 07 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

### **IB.34 General Performance of the Bidders**

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the

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Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

**IB.35 Integrity Pact**

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-I to Bid in the Bidding Documents for all Federal/Provincial Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

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Signature: \_\_\_\_\_

IB-12

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# **BIDDING DATA (BD)**

Signature: \_\_\_\_\_

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## Bidding Data (BD)

### 1.1 Name and address of the Employer:

**The Vice Chancellor**  
Shaheed Benazir Bhutto University  
Sheringal, Dir Upper

### 1.1 Name of the Project/Work:

**“Construction of Community Centre”**, Under the Project **“Development of University of Dir, Sheringal** at Shaheed Benazir Bhutto University, Sheringal Dir Upper

### 2.1 Name of the Borrower/Source of Financing/Funding Agency:

PC-1 of the project has been approved by Govt of Pakistan and shall allocate funds under its annual PSDP.

### 3.1 Eligible bidders

3.1.a Duly licensed as constructor by the Pakistan Engineering Council (PEC), GOP in Category C-4 and above.

3.1.b Must meet the qualification criteria as mentioned in **IB/BD** and **NIT**.

### 7.1 Contents of Bidding Documents

Bidding documents shall contain 02 Two Envelopes as;

#### 7.1.a Envelop-1 (Technical Bid/Proposal)

Shall contain all documents mentioned in para 11;

#### 7.1.b Envelop-2 (Priced Bid/Financial Proposal)

Bidding documents shall contain Priced Bid i.e. Volume-III (Priced BOQ along with Preamble), (Attach Bid Security i.e. CDR etc.), letter of transmittal etc.

### 8.1 Clarification of bid documents:

The employer will respond to any request for clarification which he receives earlier than 7 days prior to the deadline for submission of bids.

### 9.1 Amendment of bid documents:

Clarification and amendment of bid documents, if any, shall be uploaded on the official website of the Shaheed Benazir Bhutto University, Sheringal. Bidders are required to review university website three day prior to last date of submission of bid for the said purpose.

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Signature: \_\_\_\_\_

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**10.1 Bid language:**

All communication relating to bid shall be in English Language.

**11. Documents accompanying the bid.**

Bidding shall be "Single Stage Two Envelops Procedure, PPRA Rules 36(B), hence Envelop-I shall contain Qualification Documents and Envelop-II shall contain Financial Bid as; Bid Security shall be enclosed with Envelop-II.

**(A) Qualification Documents (Technical Bid/Proposal) shall comprise;**

- i. Company profile (showing origin, head office, branches, vision, mission, management, directors, personals, and other necessary information);
- ii. Registration Profile of the firm i.e., proprietorship or partnership or limited company with complete details of Owners/Partners, etc.
- iii. Name & qualifications of senior management and technical personnel in the bidders organization;
- iv. Name & qualifications of key personnel proposed to be assigned by the bidder for executions of the Project;
- v. Valid Registration Certificate as Constructor with PEC in Category C-4 and above.
- vi. Written power of attorney by the signatory of the bid authorizing the representative to act for and on behalf of the Contractor and Letter of Transmittal of Technical Bid during the bid process **(Annex-IV)**;
- vii. Evidence of access to financial resources, availability of Bank Credit line etc;
- viii. Banker Certificate & accounts Statements (last 03 Financial Years, upto i.e. 2017, 2016 & 2015):  
**Option 1** (30<sup>th</sup> June, 2015, 30<sup>th</sup> June, 2016 & 30<sup>th</sup> June, 2017 or  
**Option 2** (31<sup>st</sup> December, 2014, 31<sup>st</sup> December, 2015 & 31<sup>st</sup> December 2016), duly audited by a chartered accountant firm:
- ix. Updated Financial statements for last 03 Financial Years.
- x. Experience regarding works on hand and previous contracts with Complication Certificates.
- xi. Personnel, Financial and Equipments capability;
- xii. Status of enlistment with other Govt. Organizations;
- xiii. Joint Venture Agreement (if applicable);

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- xiv. Original affidavit on stamp paper duly verified by the Oath Commissioner about current & past litigations and proof of non-blacklisting.
- xv. Copies of registration with Federal Board of Revenue/tax departments: All NTN registration copies.
- xvi. Any other relevant information to facilitate in decision making.

**(B) Financial Proposal/Priced Bid;**

- a. Duly filled-in Form of Bid and Bill of Quantities (Priced along with Preamble) & along with complete set of bidding documents prescribed in sub-clause 7.1 (b);
- b. Letter of Transmittal of priced bid (Annex-V)
- c. Bid Security in shape of CDR/SDR/Banker Cheque, amounting to 2% of the quoted cost, from scheduled bank in Pakistan only.

**14.1 Period of Bid Validity:**

The validity period should be 90 days.

**15.1 Amount of Bid Security:**

As shown in NIT/ (2% of the quoted cost)

**17.1 Pre-Bid meeting:**

No pre-bid meeting shall be held. The contractors shall have to submit their queries in writing at the employer address, if any.

**18. Format and signing of bid;**

Bid shall be submitted in two envelopes as **Single Stage Two Envelops Bidding Process** shall be done as per PPRA Rules, 26(B).

**19. Sealing and Marking of bid;**

Each Bidder shall submit his bid as under:

- a. Technical and Financial Proposals shall be separately sealed and put in one envelope and marked as such.
- b. The envelopes containing the original and copies will be put (original and each copy of the Bid) in one sealed envelope. The inner and outer envelopes shall provide a warning not to open before the time and date for bid opening, as specified.
- c. In addition to the above the envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late.
- d. If the envelope is not sealed and marked, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

**19.1(a) Employer's address for the purpose of Bid submission:**

Signature: \_\_\_\_\_

BD-3

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As shown in the Notice Inviting Tenders (NIT).

**20.1(a) Deadline for submission of bids:**

As shown in the NIT.

**23. Bid Opening**

Opening of the bids shall take place in following two stages;

**23.1 (A) Envelop -I (Qualification Documents/ Technical Proposal);**

Prior to open the financial bid of the bidders, Envelop-1 (i-e Qualification Documents /Technical Proposals) shall be opened and shall be placed for evaluation for the purpose in accordance to the specified criteria. The employer shall examine the technical bid to confirm that all documents have been provided and determine the completeness of each document submitted.

**23.2 (B) Envelop –II (Financial Proposal/Priced Bid)**

- i. Only the Bids (Financial Proposals) of the Qualified and Technically accepted/ responsive as a result 23.1 & 28 (A), including withdrawals, substitution and modifications made will be opened publically by the Bid Opening Committee in the presence of Bidder representatives who choose to attend. Only technically successful bidder shall be informed by the Employer to attend the Financial Bid Opening.
- ii. The Bidder name, total Bid Price, any discounts, bid modifications, substitution and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- iii. Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause above.

**28 Evaluation of bids.**

Bid Opening & Evaluation Committee shall evaluate the bids, in the following two stages;

**(A) Envelop -I (Qualification Documents/Technical Proposal).**

- a) To determine the eligibility of the bidder for participation in the bidding, the committee will verify the bidder in accordance to the eligibility criteria mentioned in Notice Inviting Tender and instructions specified under clause IB-3.1.a. The Qualification Documents/ Technical Proposals of only eligible bidders shall be evaluated further.

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BD-4

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- b) Qualification of the bidders shall be determined in accordance to criteria set herein below from the documents submitted by the bidders, prescribed in BD-11(A). Bidder scoring **60% (sixty percent)** and above marks shall be declared as pass/technically qualified, however the experience shall govern prime importance during the evaluation process.

Criteria for Qualification of bidders shall be as;

### 1. Experience

Credit Marks for experience shall be awarded on the basis of following qualifications:

Sr. #	Description	Detailing	Weightage
i)	Projects of similar nature and complexity completed over last 10 years.(At least Rs. 40 Million each Project)	5 marks/each project	20
ii)	Projects of similar nature and complexity in hand.(At least Rs. 40 Million each Project).	5 marks /each project	10
iii)	Experience of Works related to this bid but not basic Part (Public Health, Water supply, Roads, Bridges, HVAC, E/M etc.).	1 mark/ each project	5
iv)	Status of enlistment with Government Organizations and other agencies.	1 mark/ each Deptt.	5
<b>Sub-total:</b>			<b>40</b>

### 2. Personnel Capabilities

Credit Marks shall be awarded under this category using the following criteria:

Sr. #	Description	Detailing	Weightage
i)	Graduates in employment of the firm in relevant field.		
	a) Number	02 Nos.	6
	b) Experience (in number of years)	05 years/each	3
ii)	DAE/Certificate holders in Employment of the Firm in relevant field.		
	a) Number	03 Nos.	4
	b) Experience (in number of Years)	05 years/each	2
<b>Sub-total:</b>			<b>15</b>

### 3. Financial Position

Credit Marks shall be awarded on the basis of the following criteria:

Ser. #	Description	Detailing	Weightage
i)	Available Bank Credit Line	1 mark/ million	5
ii)	Working Capital in last 3 years (average)	1 mark/ 6 million	5

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iii)	Registration with Income Tax Department	Y=5	5
iv)	Litigation History where decision went against the Firm (fresh affidavit in original duly attested by Oath Commission)	N=5	5
v)	Blacklisting from any Agency (fresh affidavit in original duly attested by Oath Commission)	N=5	5
		<b>Sub-total:</b>	<b>25</b>

#### 4. **Equipment Capability:**

Credit Marks shall be awarded on the basis of the following criteria:

Sr. #	Description	Marks Assigned	Explanation for Marks Obtained
1	Dumper Trucks	10	Total Marks = (Marks Obtained/ 140) * 20
2	Shovel/ Loader/ Backhoe	10	
3	Steel cutting & Bending Machine	10	
4	Form Work (10000 Sft)	10	
5	Scaffolding Pipe (10000Rft)	10	
6	Concrete Mixer	10	
7	Lift with Machine	10	
8	Generator Set (10KVA)	10	
9	Vibrator	10	
10	Water Pump (02 HP)	10	
11	Plate Compactor	10	
12	Tractor /Trolley /Pickup	10	
13	Road Roller	10	
14	Asphalt Paver	10	
<b>Total Marks Allocated</b>			<b>20</b>

#### **(B) Envelop -II (Financial Proposal);**

Financial proposals of only Eligible, Qualified/Technically Responsive bidders opened by the bid opening committee shall be placed for evaluation by following steps mentioned herein below;

#### **Preliminary Examination of Bids and Determination of Responsiveness;**

##### **(a) the Employer will examine the Bids to determine whether;**

- (i) The documents have been properly signed by the Person, mentioned in Form-H/Partnership deed.
- (ii) The Bid is valid till required period,
- (iii) Completion period offered is within specified limits,
- (iv) The Bids are generally in order.

##### **(b) A bid will not be considered, if;**

- (i) it is unsigned,

Signature: \_\_\_\_\_

BD-6

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- (ii) its validity is less than specified,
- (iii) it indicates that Bid prices do not include the amount of income tax or others, or tax exemption certificate is not attached,
- (iv) it is not accompanied with bid security,
- (v) it is received after the deadline for submission of bids,
- (vi) it is submitted through fax, telex, telegram or email,
- (vii) the bidder refuses to accept arithmetic correction (s)
- (viii) The submitted bid is conditional,
- (ix) It limits the bidder's obligation in any way under the contract.

**32. Performance Security**

The Performance Security on the standard form shall be submitted within 14-21 days of issuance of Letter of Acceptance and shall be equal to an amount of 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of unconditional Bank Guarantee from any Scheduled Bank of Pakistan **or** in the form of Performance Bond/Security from Insurance Companies like State Life, Adamjee, EFU General, or Jubilee etc. having Rating of AA+ rated by Credit Rating Companies approved by Security Exchange Commission of Pakistan (SECP) i.e. The Pakistan Credit Rating Agency Limited (PACRA) or JCR-VIS Credit Rating Company Limited. Valid for the construction period.

**32** Add new sub clauses as;

1. The successful bidder shall deposit an amount of 18,750/- in Govt. Treasury as stamp duty or shall be deducted from the running bill of the contractor.
2. Contract Agreement, Performance Bond, Indemnity Bond, Integrity Pact, etc. shall be submitted by the successful bidder on the Non-Judicial Stamp Paper of appropriate value.
3. The Successful bidder upon award of contract and signing the contract shall arrange 06 (Six) copies of contract documents for the exclusive use of different sections of the employer, consultant and contractor.
4. The successful bidder upon the award of the contract shall purchase FIDIC Conditions via online payment at the address mentioned in bid documents before signing the contract and shall submit to the Employer the original document.

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Signature: \_\_\_\_\_

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# CONDITIONS OF CONTRACT

Signature: \_\_\_\_\_

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Seal: \_\_\_\_\_

**PART – I**  
**GENERAL CONDITIONS OF CONTRACT**  
**(GCC)**

Signature: \_\_\_\_\_

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