

STANDARD FORM OF BIDDING DOCUMENTS

FOR

PROCUREMENT OF WORKS

(CIVIL WORKS)

(For Large Contracts)

Over Rs.45 Million

(Harmonized with KPPRA & PEC Rules)

**KHYBER PAKHTUNKHWA PUBLIC PROCUREMENT
REGULATORY AUTHORITY (KPPRA)**

BIDDING DOCUMENTS

1. Invitation for Bids
2. Instructions to Bidders
3. Bidding Data
4. Forms of Bid and Appendices to Bid
5. Part – I General Conditions of Contract
6. Part – II Particular Conditions of Contract

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INVITATION FOR BID

A1. TERMS & CONDITIONS.

1. Technical Proposal should accompany with attested photocopies of the following.
 - a- Bid security of 2% (two percent) of the estimated cost in the shape of Call Deposit (in original) shall be enclosed in Technical Proposal.
 - b- In case of Bid/Rate quoted by the bidder more than 10% below the Engineers estimate, the additional bid security shall be sought from the successful bidder only to the extent of bid more than 10% below Engineer Estimate in form of percentage. The amount of additional bid security be equal to thr impact of financial difference occurring in the quoted rates beyond 10% below Engineers estimate. (Notification No. KPPRA/M&E/Estt:/1-17/2019-20 Dated 12/06/2019.
 - c- In such eventuality , the successful bidder shall be bond to produce additional bid security within three (03) working days from the issuance of letter of acceptance failing which the procuring entity shall forfeit the bid security of successful bidder and may also initiate legal proceeding against the bidder who repudiated the contract under KPPRA procurement rules. (Notification No. KPPRA/M&E/Estt:/ 1-17/2019-20 Dated 12/06/2019.
 - d- Enlistment Order / Renewal of Irrigation Department for CFY 2020-21 (Photocopy).
 - e- Registration with Khyber Pakhtunkhwa Revenue Authority.
 - f- National Identity Card (CNIC Photocopy).
 - g- Valid Pakistan Engineering Council Registration of the current calendar year.
 - h- Form H of the Company/Firm.
 - i- Documents showing general capabilities, financial soundness, general and relevant experience record, personal capabilities, equipment capabilities and Income Tax/NTN certificates etc.
 - j- Any other documents to support the technical bids.
2. After commencement of work by the successful bidder, the additional security shall be released to the bidders in four instalments i.e. 25% to be released after completing 25% of the Project and so on.
3. Pre-Bid Meeting will be held on 01/03/2021 at 12: 00 PM in the office of the undersigned.
4. All the bidding will be made through E-Bidding System. Technical Proposal / Financial Proposal shall be in sealed envelope separately clearly marked "Technical / Financial Proposals". Technical Proposal shall be submitted through courier before office closing hours.
5. The bidders are required to quote their rates above or below on BOQ/MRS System on both MRS as well as non MRS items.
6. Technical Evaluation will be carried out with pass/fail threshold. Passing criteria, includes PEC Registration, Enlistment in relevant category with works department of Khyber Pakhtunkhwa, Tax Payer proof, Relevant Experience in Past 10-years Performance, Technical Personal, Required Equipment, Financial Status, Auditors Report, Managerial Capabilities, Litigation Status etc: is mandatory.
7. Financial bid shall be filled online. Complete bids must reach the office of the undersigned on or before the fix date/time. The CDR or Additional security (if required) shall be enclosed in the technical proposal.
8. Any electronic bidder who provides incorrect information shall stand dis-qualified and de-barred.
9. Time allowed for the completion of the work as specified in the NIT shall start from the issuance of LOA/Work Order.
10. Electronic bids validity period is 120-days.
11. Successful bidder should sign the Agreement with the Department within 28-days after issuance of LOA/Work Order.
12. Call deposit of the scheduled Banks shall be acceptable.

13. If the evaluated electronic bid costs of two or more than two bidders are equal then the successful bidder will be declared through draw.
14. Technical bids will be opened after 30-minutes of closing time in the present of bidders/authorized representatives.
15. The undersigned has the authority to reject any bid or all the bids assigning cogent reasons.
16. Bid security of the 1st, 2nd and 3rd lowest electronic bidder for the specific work will be retained by the Department till the approval of bids.
17. Other conditions for the Bids will be according to KPPRA Rules.

GOVT OF KHYBER PAKHTUNKWA IRRIGATION DEPARTMENT

NOTICE INVITING E-BIDDING

Single Stage Two Envelope E-Bidding System

The Executive Engineer Irrigation Division Bannu Canal Division Bannu intends to invite Electronic Bids in accordance with KPPRA Procurement Rules 2014 under section 14 (2) b on Single Stage Two Envelopes Procedure for the benefits of public with prime emphasis on transparency and quality for the following Projects as per schedule given below. The Contractors / Firms having Enlistment/Registration Under relevant PK and PEC category are eligible for taking participation.

S. No	Name of Projects	E/ Money + Stamp Duty in shape of CD	Category	PEC Code	Last date & time for submission of Bids	Date & Time for opening of Tech: Bids	Date & Time for opening of Financial Bids	Completion period
1	2	3	4	5	6	7	8	09
2	ADP No. 2348/ 160278 Improvement & Up gradation of Roads along canal & drainage system in Khyber Pakhtunkhwa. (i) S/W Improvement of canal patrol road along Mira Khel drainage system in Distt: Bannu. (ii) S/W Improvement of canal patrol road along Naurang Mama Khel drain to Vial Sharif Kala in Distt: Bannu.	1435500	C-4 & above	CE01 CE04	03.03.21 (12:00 PM)	03.03.21 (12:30 PM)	Financial bids will be opened after Technical Approval	As per Work Order

1. Bid documents, terms & conditions and instructions to Bidder can be downloaded from the Irrigation Department website address www.irrigation.gkp.pk & KPPRA website. 2. As per clause 37(A) of KPPRA Rules, 2014, all bidders must be registered with Khyber Pakhtunkhwa Revenue Authority. 3. Pre-Bid meeting will be held on 01-03-2021 at 12:00 PM in Office of the undersigned. 4. Venue of Bids opening in office of the Executive Engineer Bannu Canal Division Bannu.
Address: Executive Engineer Bannu Canal Division Bannu Telephone Number: 0928-9270056.
Executive & Engineer Bannu Canal Division Bannu.

Our Faith, Corruption FREE Pakistan ہمارا ایمان کراؤنفسری پاکستان

EXECUTIVE ENGINEER BANNU CANAL DIVISION BANNU

INF(P) 652/21 "Take special care of special persons" Also available on www.khyberpakhtunkhwa.gov.pk

INSTRUCTIONS

TO

BIDDERS

INSTRUCTIONS TO BIDDERS

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

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.
- 1.3 Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder / tenderer, bid / tender, bidding / tendering etc.) are synonymous.

IB.2 Source of Funds

- 2.1 Financed by Ministry of Water Resources PSDP No 1041 (2019-20).

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 relevant to the value of the Works.
 - b. Duly prequalified by the Employer for this specific assignment/tender.
 - c. Is neither associated, nor has been associated, directly or indirectly, with the Consultants or any other entity that has prepared the design, specifications and other documents for the Project or being proposed for any position in the Project Management.
- 3.2 A bidder having a conflict of interest will be declared as non-responsive if the bidder has a close business relationship with the Employer’s professional personnel, who directly or indirectly involved in any part of:
 - (i) the preparation of the bidding documents for the Works, (ii) the Bid evaluation or (iii) the supervision of such Works.

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.

B. BIDDING DOCUMENTS**IB.7 Contents of Bidding Documents**

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
1. Instructions to Bidders.
 2. Bidding Data.
 3. Conditions of Contract, Part-I - General Conditions
 4. General Conditions of Contract, Part-I (GCC)
 5. Particular Conditions of Contract, Part-II (PCC)
 6. Specifications – Special Provisions
 7. Specifications - Technical Provisions.
 8. Form of Bid & Appendices to Bid.
 9. Bill of Quantities (Appendix-D to Bid).

10. Form of Bid Security.
 11. Form of Contract Agreement.
 12. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
 13. Bid 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 28 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.

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:
- (a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
 - (b) Update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification 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; and
 - (v) Availability of critical equipment.
 - (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 program 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 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 bidders shall quote percentage Above or Below premium on the complete scope of work for all the items of the Works described in the Bill of Quantities in the Financial Proposal.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

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 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. The bidder shall bear all costs to be incurred on such extensions.

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 or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, in the form of Deposit at Call issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Employer valid for a period 28 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, but not later than 28 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. The Bid Security may be adjusted by the Employer as part of the Performance Security.

- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid during the period of bid validity 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

- 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 / 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), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

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.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL Bid shall be put in envelope and marked as such.
 - (b) The envelope containing the ORIGINAL bid 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. In the event of the specified date for the submission of bids declared a holiday, the Bids will be received up to the appointed time on the next working day.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 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 the mail, delays of 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 either in person, by messenger or by mail.

IB.22 Modification 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 or the extended deadline pursuant to clause IB.20.2, 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 all the bids received (except those received late), including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' or their representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. In the event of the specified date for the opening of bids being declared a holiday, the Bids will be opened at the appointed time and location on the next working day. The bidders' representatives who are present shall sign a register evidencing their attendance.

In addition to the clause IB.23, the following procedures shall be adopted for opening competitive bidding:

- a) Single stage – two envelope bidding,
- (i) Each bid shall comprise a single package containing

two separate envelopes. Each envelope shall contain separately the technical proposal and the financial proposal;

- (ii) The envelopes shall be marked as technical proposal and financial proposal in bold and legible letters to avoid confusion;

The envelope marked as technical proposal shall contain:

- b) The experience and past performance in the execution of similar contracts;
- c) The capabilities with respect to personnel and construction equipment
- d) The financial status and capacity; and
- e) Any other information asked for by the procuring entity in the notice inviting tenders;

- (i) The second envelope marked as financial proposal shall contain the price quoted by the bidders and be retained in the custody of the procuring entity without being opened;

- (ii) The procuring entity would evaluate the technical proposal on the basis of criteria specified in the tender documents/ the criteria upon which the bidders were pre-qualified for this specific assignment, without reference to the price and reject any proposal which does not conform to the specified requirements/ criterion. During the technical evaluation, no amendment in the technical proposal would be permitted. A list of technically qualified bidders shall be finalized in this manner;

- (iii) After the evaluation and approval of the technical proposals the procuring entity, would at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposals found technically non-responsive shall be returned un-opened to the respective bidders; and

- (iv) The bid found to be the lowest evaluated bid would be accepted;

Information asked for in a,
b, c, d & e shall be on
format explained in **IB. 37**

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 The 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 the final result of the bid evaluation which shall be done at least ten (10) days prior to issue of Letter of Acceptance and place the same on its and Authority's Website (KPPRA 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. 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.

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; (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 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) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 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.

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
 - (c) Making an appropriate adjustment for any other acceptable variation or deviation, including discounts or other price modification in the bids
- 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 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 or 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 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.
- 31.3 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 plus additional security for unbalanced bids in accordance with Clause IB.28.4 within a period of 28 days after the 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 14 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 14 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, inter alia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC) and KPPRA. Upon such reference, PEC/KPPRA 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-L to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

IB.37 Guidelines for submission of Technical Proposals

As per provision contained under KPPRA Rules, 2014, the Tender for the work is on Single Stage Two Envelopes procedure, therefore, while submitting the Technical Proposals by the Bidder(s), the detail information mentioned in the Criteria explained below are required to be followed strictly. Passing marks are as per prequalification criteria already issued.

The Bidders who do not qualify technically, his financial Bid will be returned unopened irrespective of his pre-qualification Status. In addition, each page of the Technical proposal shall be numbered, stamped & signed by the owner of the Firm. Photocopies of signs and seals will not be considered. Attachment of unnecessary documents shall be avoided and the proposals must be well staple binded.

The document such as Letter of acceptance, award of contract, work order, completion certificate etc. must be signed by concerned officer of rank not below XEN/Deputy Director. Not fulfilling any of the above condition the Technical Proposal will not be considered.

E. TECHNICAL EVALUATION CRITERIA OF CONTRACTOR

Sr. No.	Category	Weightage/Marks
1.	Experience Record	35
2.	Personnel Capabilities	15
3.	Equipment Capabilities	20
4.	Financial soundness	30
	Total:	100

*Note: Evaluation status shall be decided on the basis of Pass/Fail basis.
The applicant must secure at least 50% score in each category.*

1. General Experience

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

Sr.No.	Description	Maximum Points
i)	Completed similar nature projects of Roads costing 50 million or more than 50 million during last 10 year.	(Max. 10) (7 for 1, 8.5 for 2 & 10 for 3 & more)
ii)	Similar nature projects of Roads in hand costing 50 million or more than 50 million during last 10 year.	(Max. 10) (7 for 1, 8.5 for 2 & 10 for 3 & more)
iii)	Any other Civil Works other than those mentioned at Serial No. i & ii above completed during last 10 years costing 50 Million or more than 50 Million	(Max. 10) (3.5 for 1, 7 for 2 & for 3 upto 6, add 0.75 for each upto a max of 10)
iv)	Enlistment with Govt: organization and other agencies	5
	Sub-total:	35

- Grouping & merging of projects will not be considered.
- Separate summary for each category of works mentioned at Sr. No i, ii & iii may be provided on below proforma.

Sr. No	Name of Work	Agency/Department with full address & contact No	Date of Award	Date of Completion	Value of Contract	Role of Contract (Sole, Sub or J/V Partner Contractor)

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- Each work mentioned in the proforma must be supported by successful completion issued by the Department concerned or with letter of acceptance & work order of executing agency/Department duly attested by the issuing authority and stamped & signed by the applicant.

2. *Personel Capabilities*

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

Sr.No.	Description	Experience/ Particulars	Maximum Points
i)	Graduate Engineers (Civil) Registered with PEC		
	a) Number of Engineers	2 No's	6
	b) Experience of Engineers in number of years	5 Years	4
ii)	Number of Diploma Engineers in Employment of the Firm		
	a) Number of Sub Engineers having experience more than 05 years	5 No's	5
	Sub-total:		15

- CV's of the personnels shall be signed by the professionals themselves and be submitted in original.

3. *Equipment Capabilities*

Credit Marks shall be granted on the basis of the following criteria for various kinds of equipment relevant for the Project:

Sr.No.	Equipment Type and Characteristics	Maximum Marks
1.	Batching Plant (1 No)	10
2.	Concrete Pump (1 No)	10
3.	Crane Mobile (1 No)	10
4.	Water Tanker (1 No)	10
5.	Dumper Truck (12 No)	10
6.	Showel/Loader/Backhoe (4 No)	10
7.	Drilling/Grouting Machine (1 No)	10
8.	Concrete Transit Mixer (03 No)	10
9.	Sheep Foot Roller (1 No)	10
10.	Plain Roller (1 No)	10
11.	Excavator (1 No)	10
12.	Dozer (1 No)	10
13.	Screening Plant (1 No)	10

	Sub-total:	130
	Weighted Marks	Marks Obtained/130*20

- Machinery will be in good working condition.
- 100 % marks will be given on availability of ownership documents at least on a judicial stamp paper of the machinery.
- 25 % marks will be given on undertaking on judicial stamp paper for ensuring availability of rented machinery.

4. *Financial Position*

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

Sr.No.	Description	Maximum Marks
i)	Available Bank Credit Line not less than Rs. 100.00 million	5
ii)	Working Capital in last 3 years not less than Rs. 100.00 million.	5
iii)	Registration with Income Tax Department	5
iv)	Litigation History where decision went against the Firm.	5
v)	Blacklisting from any Agency	5
vi)	Valid Licence for other related items of Work	5
	Sub-total:	30

- Marking criteria will be adopted on the basis of PEC guidelines.
- For financial status assessment, the Applicants may be required to submit
Audited financial statements by Chartered Accountants Firm or any other
document which verifies their financial status.
- Bank statements with respect to credit line shall be clear, readable, stamped and signed by the authorized representative of the Bank concerned.
- Income tax registration certificate & proofs of income tax paid may
be provided.
- No litigation & no blacklisting history may be provided on separate judicial stamp paper.

Joint Venture (JV)

1 Joint Venture must comply with the following requirements:-

- a) Following are minimum qualification requirements:-
 - i) All joint venture partners shall fulfill the minimum criteria of valid registration with PEC alongwith code of specialization and shall have valid enlistment with Irrigation Department Khyber Pakhtunkwa.
 - ii) The lead partner shall meet not less than 50 percent of all qualifying criteria.
 - iii) Each of the partners shall meet not less than 25 percent of all the qualifying criteria.
 - iv) The joint venture must collectively satisfy the criteria for which purpose the relevant figures for each of the partners shall be added together to arrive at the JV's total capacity.

BIDDING DATA

The following specific data for the Works to be bided 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 THE PROJECT & SUMMARY OF THE WORKS**

“ADP No.2348/160278 improvement & Up gradation of roads along canal & drainage system in Khyber Pakhtunkhwa Sub Works: (i) Improvement of canal patrol road along Mira Khel drainage system in Distt: Bannu (ii) Improvement of canal patrol road along Naurang Mama Khel drain to Vial Sharif Kala in Distt: Bannu.”

Contract No. _____

1.2 NAME AND ADDRESS OF THE EMPLOYER

Executive Engineer Bannu Canal Division Bannu, Irrigation Department of Khyber Pakhtunkhwa Peshawar.

2.1 NAME OF FUNDING AGENCY

Govt. of Khyber Pakhtunkhwa Peshawar

2.2 TYPE OF FINANCING

Financed by Govt. Of KP under “ADP No.2348/160278”

8.1 TIME LIMIT FOR CLARIFICATION

___ days prior to the day fixed for submission of Bid.

10.1 BID LANGUAGE

English

11.1(B) PREQUALIFICATION INFORMATION TO BE UPDATED

It shall include: Evidence of access to financial resources, latest status of financial resources commitment for two years (including the current year). Works awarded during the interim period, availability of essential critical equipment and information about litigation presently in process.

11.1(C) FURNISH TECHNICAL PROPOSAL

The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid in meeting requirements for timely completion of the Works.

13.1 BIDDERS QUOTE ENTIRELY IN PAK RUPEES

Payments shall be made in Pak Rupees only and no foreign currency payment is admissible.

14.1 PERIOD OF BID VALIDITY

120 days.

15.1 AMOUNT OF BID SECURITY

At the Rate of 2% of the Bid.

17.2 VENUE, TIME AND DATE OF PRE-BID MEETING

PRE-Bid Meeting will be held on 01-03-2021 (Monday) at 12:00 PM in the office of Executive Engineer Bannu Canal Division Bannu, Irrigation Department of Khyber Pakhtunkhwa.

Time and Date: As Per NIT.

18.4 NUMBER OF COPIES OF THE BID TO BE COMPLETED AND RETURNED

One (1) original

19.2 (A) EMPLOYER’S ADDRESS FOR THE PURPOSE OF BID SUBMISSION

Executive Engineer Bannu Canal Division Bannu, Irrigation Department of Khyber Pakhtunkhwa.

19.2 (B) NUMBER OF THE CONTRACT

“ADP No.2348/160278 improvement & Up gradation of roads along canal & drainage system in Khyber Pakhtunkhwa Sub Works: (i) Improvement of canal patrol road along Mira Khel drainage system in Distt: Bannu (ii) Improvement of canal patrol road along Naurang Mama Khel drain to Vial Sharif Kala in Distt: Bannu.”

20.1 DEADLINE FOR SUBMISSION OF BIDS:

As Per NIT.

23.1 VENUE, TIME AND DATE OF BID OPENING

As Per NIT.

32.1 STANDARD FORM AND AMOUNT OF PERFORMANCE SECURITY ACCEPTABLE TO THE EMPLOYER

For an amount equal to 10% of the Contract Price stated in the Letter of Acceptance.

FORMS OF BID

AND

APPENDICES TO BID

FORM OF BID

Bid Reference No. _____

(Name of Contract/Works)

To:

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices 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.

(Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of 20_____

Signature: _____

in the capacity of _____duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation: _____