**GOVERNMENT OF KHYBER PAKHTUNKHWA IRRIGATION DEPARTMENT**



**STANDARD FORM OF BIDDING DOCUMENTS**

**FOR**

**PROCUREMENT OF WORKS**

 **SINGLE STAGE SINGLE ENVELOPE**

 **FOR THE SCHEME**

Name of Work: ADP No.2260/200239 Improvement/Rehabilitation of Kachkot

 Canal System in Bannu and Lakki Marwat.

Sub work (i): **Improvement/Rehabilitation of Kachkot Canal System at**

 **RD:00 to Mandan Park in District Bannu.**

 **Estimated Cost: Rs.375.00 (M)**

**Issued to M/S \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BANNU CANAL DIVISION BANNU**

**GOVERNMENT OF KHYBER PAKHTUNKHWA IRRIGATION DEPARTMENT**



**STANDARD FORM OF BIDDING DOCUMENTS**

**FOR**

**PROCUREMENT OF WORKS**

 **SINGLE STAGE SINGLE ENVELOPE**

 **FOR THE SCHEME**

Name of Work: ADP No.2260/200239 Improvement/Rehabilitation of Kachkot

 Canal System in Bannu and Lakki Marwat.

Sub work (ii): **Improvement/Rehabilitation of Kachkot Canal System from Zalim Gandi to RD:83000 in reaches.**

 **Estimated Cost: Rs.300.00 (M)**

**Issued to M/S \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BANNU CANAL DIVISION BANNU**

**GOVERNMENT OF KHYBER PAKHTUNKHWA IRRIGATION DEPARTMENT**



**STANDARD FORM OF BIDDING DOCUMENTS**

**FOR**

**PROCUREMENT OF WORKS**

 **SINGLE STAGE SINGLE ENVELOPE**

 **FOR THE SCHEME**

Name of Work: ADP No.2260/200239 Improvement/Rehabilitation of Kachkot

 Canal System in Bannu and Lakki Marwat.

Sub work (iii): **Improvement/Rehabilitation of Kachkot Canal System from Amiran Gandi to tail in reaches.**

 **Estimated Cost: Rs.202.95 (M)**

**Issued to M/S \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BANNU CANAL DIVISION BANNU**

**GOVERNMENT OF KHYBER PAKHTUNKHWA IRRIGATION DEPARTMENT**



**STANDARD FORM OF BIDDING DOCUMENTS**

**FOR**

**PROCUREMENT OF WORKS**

 **SINGLE STAGE SINGLE ENVELOPE**

 **FOR THE SCHEME**

Name of Work: ADP No.2260/200239 Improvement/Rehabilitation of Kachkot

 Canal System in Bannu and Lakki Marwat.

Sub work (iv): **Improvement/Rehabilitation of vial Baran with branches.**

 **Estimated Cost: Rs.376.00 (M)**

**Issued to M/S \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BANNU CANAL DIVISION BANNU**

**GOVERNMENT OF KHYBER PAKHTUNKHWA IRRIGATION DEPARTMENT**



**STANDARD FORM OF BIDDING DOCUMENTS**

**FOR**

**PROCUREMENT OF WORKS**

 **SINGLE STAGE SINGLE ENVELOPE**

 **FOR THE SCHEME**

Name of Work: ADP No.2260/200239 Improvement/Rehabilitation of Kachkot

 Canal System in Bannu and Lakki Marwat.

Sub work (v): **Improvement/Rehabilitation of vial Khujari/Nar Jaffar with branches.**

 **Estimated Cost: Rs.185.00 (M)**

**Issued to M/S \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BANNU CANAL DIVISION BANNU**

**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

**INVITATION FOR BID**

**TECHNICAL QUALIFICATION CRITERIA**

**MANDATORY REQUIREMENTS.**

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Description** | **Yes/ No.** |
| 1 | Registration with Pakistan Engineering Council (PEC) in relevant category | If “Yes” the applicant will be eligible for further evaluation for qualification (copy of valid PEC certificate shall be attached). (The registration of the intending firm will be verified via online PEC constructor/operator firm verification portal. If record is not found the applicant will not be eligible for further evaluation) |
| 2 | Blacklisting/Litigation from any Government/ semi-government Agency/ Department | If “Yes” the applicant will not be eligible for further evaluation for qualification. The firm/bidder must undertake on Original judicial stamp paper of Rs.100 duly countersigned by Notary Public/Oath Commissioner with fresh date that he/his firm has not been black listed by any Govt: /Semi Govt: Agency / Deptt: nor been involved in any litigation till date. |
| 3 | Enlistment with Irrigation Department | Valid Enlistment duly renewed for current year if not will not be eligible for further evaluation. |
| 4 | Registration with KPRA | All bidders are required to be registered with the Khyber Pakhtunkhwa Revenue Authority (With ACTIVE status at the time of evaluation), established under the Khyber Pakhtunkhwa Finance Act 2013 (KP Act No.XXI of 2013) for works consulting and non Consulting service as listed in Schedule-II of the Act ibid” (Copy of active status from KPRA must be the part of relevant documents. |
| 5 | Affidavit on Stamp Paper | The firm/bidder must solemnly declare on original Judicial Stamp Paper of Rs.100 duly countersigned by Notary Public/Oath Commissioner with fresh date that in case any fake/incorrect or factitious documents found in my Boucher in any stage, than punitive action must be taken against me/my firm. In case of no affidavit the firm will not be eligible for further evaluation. |

**GENERAL**

Keeping in view of the big cost of the Project works criteria for qualification has been evolved by considering the prevailing market trends & requirements of the procuring entity as mentioned below:

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Category** | **Weightage/Marks** |
| Ii | Financial Soundness | 30 |
| iii. | Experience Record | 35 |
| iv. | Personnel Capabilities | 15 |
| v. | Equipment Capabilities | 20 |
|  | **Total:** | **100** |

**Qualification will be carried out on the point scoring basis. Any applicant securing overall minimum score of 60% as total will be considered as qualified, provided that**

1. **The applicant may score below 60% in any one category provided it is not less than 50%.**
2. **Applicants having score of less than 60% in any two categories shall not be considered for further evaluation*.***

**I. FINANCIAL SOUNDNESS**

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

|  |  |  |  |
| --- | --- | --- | --- |
| S.No. | Description | Marks Assigned | Criteria for marks obtained  |
| a) | Bank certification including Bank credit line (Evidence in original from guarantor Bank) | 8 | Bank Certificate (4 Marks)* 4 Marks are given if original Bank certificate is provided.

Bank Credit Line (4 Marks)* 3 Marks are given if the available bank credit line limit is equal to 100.00 million.
* For limit less than 100.00 million use following weightage.

3 x (A/100)* For limit more than 100.00 million but less than 300.00 million use following weightage:

3 + (A/300)A= Available Bank credit line limit* Full marks are given in case limit is 200.00 million or more.
 |
| b) | Audited Balance Sheet for last three years | 8 | No marks for no balance sheets or older than three years* Three (3) points for one year balance sheet.
* Six (6) points for two years and
* Full points for three years.
 |
| c) | Working capital in last 03 years | 8 | * 5 Marks are given if the available average working capital for last 3 years is equal to 100.00 million
* For capital less than 100.00 million use following weight age

5 x (A/100)* For capital more than 100.00 million but less than 200.00 million use following weightage

7 + (A/100)If working capital is not specified then it will be taken average of the final amount in the audit sheets, if audit sheets are not attached then it will be taken average of balance after the last transaction in the month of June 2021. |
| d) | Registration with income Tax and Sale Tax Department | 6 | * No marks for no certificate
* 6 points for adding valid certificate
 |
| e) | Litigation  |  | * (-)0.5 marks for having active litigation with any department/organization etc, or litigation in which decision has been given against the firm(s)or active litigation unilaterally withdrawn by the firm(s).
 |
|  | **Sub Total** | **30** |  |

**II. EXPERIENCE/RECORD**

Further detail of criteria for each category is as under:

|  |  |  |  |
| --- | --- | --- | --- |
| **S #** | **Description** | **Maximum Points** | **Explanation forMarks Obtained** |
| i) | Projects of Similar complexity, completed during last 05 years costing Rs.100.00 Million and above. | 15 | For 4 projects or more = 15 marks and for lesser = A/4\*15  |
| ii) | Projects of Similar complexity, in hand costing Rs. 100.00 Million and above. | 10 | For 4 projects or more = 10 marks and for lesser = A/4\*10 |
| iii) | Experience of other civil works completed, costing Rs.100.00 Million and above. | 5 | For 4 projects or more = 05 marks and for lesser = A/4\*5 |
| iv) | Status of enlistment with other GovernmentOrganizations and agencies (Other than Irrigation Department Khyber Pakhtunkhwa) | 5 | 01 mark will be awarded for enlistment with each department/organization, upto maximum of 05 marks in total |
|  |  **Sub-total:** | **35** |  |

**III. PERSONNEL CAPABILITIES**Credit Marks shall be awarded under this category using the following criteria:

|  |  |  |  |
| --- | --- | --- | --- |
| **S No.** | **Description**  | **Max Points** | **Explanation for Marks Obtained** |
| (i) | Graduate Civil Engineer Registered with PEC | 10 | Experience (06 marks)* 6 Marks if relevant experience of at least 02 No. B.Sc. Civil Engineer is equal to 05 years or above.

Strength of Engineers (04 marks)* 2 Marks will be given if the total number of Engineers registered with PEC is 04.
* 04 Marks will be given if the total number of Engineers registered with PEC is 06 or above.
 |
| (ii) | Associate Engineers (Mechanical, electrical and others) | 5 | Experience (3 Marks)* 3 Marks if relevant experience of at least 03 numbers Associate Engineer Civil is equal to 08 years or above.

Strength of Associate Engineers ( 02 marks)* 02 Marks will be given if the total number of Associated Engineers (DAE) are 07 or above.
 |
|  | **Sub Total** | **15** |  |

**Note:**

* **The contractor is bound to present his Technical staff on the request of the procuring entity and non compliance/failure may lead to disqualification.**

**IV. EQUIPMENT CAPABILITIES**

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

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Equipment Type and Characteristics**  | **MaximumMarks** |
| 1 | Motor Grader | **2** |
| 2 | Road Rollers | **1** |
| 3 | Excavator | **2** |
| 4 | Loader | **2** |
| 5 | Dump Truck | **1** |
| 6 | Concrete Mixer | **2** |
| 7 | Concrete vibrator | **2** |
| 8 | Water Tank | **1** |
|  9 | Generator | **1** |
| 10 | Level Machine | **2** |
| 11 | Complete lab testing equipment | **2** |
| 12 | Tractor with trolley (Self unloading) | **2** |
|  | **Total Marks** | **20** |

* 100% marks will be given for self ownership.
* % marks will be given for rented machinery (if ownership is not claimed/considered satisfactory then machinery will be considered as rented)

**(A)**

**(Application on letter pad)**

To: **The Executive Engineer**

 **Bannu Canal Division Bannu**

**Subject:- Name of Work :- ADP No.2260(200239) Improvement/Rehabilitation of Kachkot Canal System**

 **in Bannu and Lakki Marwat.**

**Sub Work:-** **Improvement/Rehabilitation of Kachkot Canal System at RD:00 to Mandan Park in District Bannu.**

1 being duly authorized to represent and act on behalf of ................................... (hereinafter “the
Applicant”), and having reviewed and fully understood all the qualification information of the bid hereby apply to be technically qualified as a bidder for the following contract under the project”

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Serial No.**  | **Contract Name** | **Name of Applicant** | **Nos. of Booklets for Technical& Financial proposal** | **Dated Signature** |
| 1. |  |  |  |  |

**(B)**

**(Experience of completed similar complexity projects during last 03 years)**

**Rs.200.00 million and above.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| S.No | Name of work | Date of start | Date of completion | Cost ( M Rs) | Client & Address |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |

**(C)**

**(Experience of in hand similar complexity projects)**

**Rs.100.00 million and above.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| S.No | Name of work | Date of start | Anticipated Date of completion | Cost ( M Rs) | Client & Address |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |

**(D)**

**(Experience of other civil works completed during last 03 years)**

**Rs.200.00 million and above.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| S.No | Name of work | Date of start | Anticipated Date of completion | Cost ( M Rs) | Client & Address |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |

**(E)**

**(Detail of staff proposed for the project)**

|  |  |  |  |
| --- | --- | --- | --- |
| S.No | Name  | Qualification | Experience(Years) |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |
| 6 |  |  |  |

Note:

C.Vs of all the staff members & clear copies of their Degrees, certificates may be attached. Including other relevant documents

**(F)**

**(Readable Financial Soundness Certificates)**

(On the format of issuing financial entity)

**(G)**

**(Detail of Equipment)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr.No.**  | **Equipment Type and Characteristics**  | **Self Owned** | **Rented** |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |

**Note:-**

* **For machinery claimed as self owned, Registration of vehicles on name may be provided.**
* **For machinery claimed as “Rented” deed for rent may be attached.**

**(H)**

**(Litigation History)**

|  |
| --- |
| Name of Applicant  |

Applicants should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. No litigation & no blacklisting history may be provided on separate judicial stamp paper.

|  |  |  |  |
| --- | --- | --- | --- |
| **Year**  | **Award FORor AGAINSTApplicant** | **Name of client, cause of litigation, andmatter in dispute** | **Disputed amount (current value Pak Rs. or equivalent)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

 **A1. TERMS & CONDITIONS.**

All terms and condition as per KPPRA notification dated 10/05/2022 shall be applicable in letter and spirit.

***GOVERNMENT OF KHYBER PAKHTUNKHWA***

 ***IRRIGATION DEPARTMENT***

***NOTICE INVITING E-BIDDING****.*

***(Single Stage Single Envelope E-Bidding System)***

The Chief Engineer (South) irrigation Department Government Khyber Pakhtunkhwa Warsak Road Peshawar through Executive Engineer Bannu Canal Division Bannu invites Electronic Bids from eligible firms/contractors in accordance with KPPRA Procurement Rules 2014 on Single Stage Single Envelope Procedure for the following work under Rule 14/2-b-III (Chapter-III) of the Khyber Pakhtunkhwa Public Procurement of Good, Works and Services Rule-2014, Register with PEC in required category and enlisted with Irrigation Department Khyber Pakhtunkhwa in same category*.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *S #* | ***Name of Work/Sub Work*** | *Estimated Cost**Rs in Million*  | *E/Money + Stamp duty in* *Shape of CD**Rs in Million*  |  *PEC Category/ Relevant code .* |
|  | **ADP No. 2260 (200239) IMPROVEMENT/ REHABILITATION OF KACHKOT CANAL SYSTEM IN BANNU AND LAKKI MARWAT. s** |
| *1* | Improvement/Rehabilitation of Kachkot Canal System at RD:00 to Mandan Park in District Bannu | 375.00 | 7.50 PlusStamp duty. ( Rs 40000)  |  **CE-01** **CE-02** **CE-04** |
| 2 | Improvement/Rehabilitation of Kachkot Canal System from Zalim Ghandi to RD 83000 in reaches. | 300.00 | 6.00 PlusStamp duty.( Rs 40000) |
| 3 | Improvement/Rehabilitation of Kachkot Canal System from Amiran Ghandi to tail in reaches. | 202.95 | 4.06 PlusStamp duty.( Rs 40000) |
| 4 | Improvement/Rehabilitation of Vial Baran with branches. | 376.00 | 7.52 PlusStamp duty.( Rs 40000) |
| 5 | Improvement/Rehabilitation of Vial Khujarhi/Nar Jafar with branches in District Bannu. | 185.00 | 3.70 PlusStamp duty.( Rs 40000) |

 **Terms and Conditions**:

 *As per NIT Published in the Daily News papers are can be downloaded from Irrigation/ KPPRA Website are can be received from the office of undersigned.*

 *Chief Engineer (South)*

**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.)

# GENERAL

**IB.1 Scope of Bid**

* 1. The Procuring Entity /Procuring Officer as defined in the Bidding Data hereinafter called “the Procuring Entity/Procuring Officer” 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”.
	2. The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.
	3. Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder / tendered, bid / tender, bidding / tendering etc.) are synonymous.

**IB.2 Source of Funds**

2.1. ADP No.2260/200239

###### IB.3 Eligible Bidders

* 1. This Invitation for Bids is open to all bidders meeting the following requirements:
		1. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.

 b. Duly prequalified by the Procuring Entity /Procuring Officer for this specific assignment/tender.

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.

* 1. A bidder having a conflict of interest will be declared as non- responsive if the bidder has a close business relationship with the Procuring Entity/Procuring Officer’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**

4.1Each 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**

5.1The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Procuring Entity/Procuring Officer 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**

* 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.
	2. The bidders and any of their personnel or agents will be granted permission by the Procuring Entity/Procuring Officer 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 Procuring Entity/Procuring Officer, 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.

# BIDDING DOCUMENTS

**IB.7 Contents of Bidding Documents**

* 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.
	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**

 8.1Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Procuring Entity /Procuring Officer

 In writing at the Procuring Entity/Procuring Officer address indicated in the Invitation for Bids. The Procuring Entity/Procuring Officer will respond to any request for clarification which he receives earlier than 28 days prior to the deadline for submission of bids.

The Procuring Entity/Procuring Officer will respond to any request for clarification which it receives earlier than seven (07) days prior to the dead line for the submission of bids in the pre-bid meeting five (05) days prior to closing date of submission of bids as per N.I.T/BSD. Any amendment/modification if required the same may be intimated to the bidders of Khyber Pakhtunkhwa/KPPRA website as per KPPRA rules 2014.

**IB.9 Amendment of Bidding Documents**

 At any time prior to the deadline for submission of bids, the Procuring Entity /Procuring Officer

* 1. 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.

 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 Procuring Entity /Procuring Officer.

 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity /Procuring Officer

* 1. may extend the deadline for submission of bids in accordance with Clause IB.20.
1. **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 Procuring Entity/Procuring Officer 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**

* 1. Each bidder shall:
		1. Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder (if applicable);
		2. 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:
			1. Evidence of access to financial resources along with average annual construction turnover;
			2. Financial predictions for the current year and the two following years including the effect of known commitments;
			3. Work commitments since prequalification;
			4. Current litigation information; and
			5. Availability of critical equipment.
		3. 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.

* 1. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
		1. 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;
		2. 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;
		3. The partner-in-charge shall always be duly authorized to deal with the Procuring Entity/Procuring Officer 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;
		4. 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
		5. 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 Procuring Entity/Procuring Officer.
	2. 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.

* 1. 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.
	2. 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.

* 1. 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**

* 1. Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
	2. In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Entity/Procuring Officer 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**

* 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.
	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 Procuring Entity/Procuring Officer valid for a period 28 days beyond the Bid Validity date.
	3. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Entity/Procuring Officer as non-responsive.
	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.
	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 Procuring Entity/Procuring Officer as part of the Performance Security.

* 1. The Bid Security may be forfeited:
		1. If the bidder withdraws his bid during the period of bid validity except as provided in Sub-Clause 22.1;
		2. If the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
		3. In the case of successful bidder, if he fails within the specified time limit to:
			1. Furnish the required Performance Security; or
			2. Sign the Contract Agreement.
			3. If the bidder fails to submit additional security as per KPPRA Notification dated 10-05-2022.

**IB.16 Alternate Proposals by Bidder**

* 1. Should any bidder consider that he can offer any advantages to the Procuring Entity/Procuring Officer 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.
	2. Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Procuring Entity/Procuring Officer as the basis for the award of Contract to such bidder.

**IB.17 Pre-Bid Meeting**

* 1. The Procuring Entity/Procuring Officer 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.
	2. The bidders are requested to submit questions, if any, in writing so as to reach the Procuring Entity/Procuring Officer not later than seven (7) days before the proposed pre-bid meeting.
	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 Procuring Entity/Procuring Officer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.

* 1. Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

* 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.
	2. All appendices to Bid are to be properly completed and signed.
	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.
	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.
	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.
	6. The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Entity/Procuring Officer, 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.
	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.
	8. Bidders should retain a copy of the Bidding Documents as their file copy.

# SUBMISSION OF BIDS

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

* 1. Each bidder shall submit his bid as under:
		1. ORIGINAL Bid shall be put in envelope and marked as such.
		2. The envelope containing the ORIGINAL bid will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.
	2. The inner and outer envelopes shall:
		1. Be addressed to the Procuring Entity/Procuring Officer at the address provided in the Bidding Data;
		2. Bear the name and identification number of the contract as defined in the Bidding Data; and
		3. Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
	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
	4. If the outer envelope is not sealed and marked as above, the Procuring Entity/Procuring Officer will assume no responsibility for the misplacement or premature opening of the Bid.

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

* 1. (a) Bids must be received by the Procuring Entity/Procuring Officer 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.
1. 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.
2. 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.
3. Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by

messenger.

* 1. The Procuring Entity/Procuring Officer 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 Procuring Entity/Procuring Officer 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 Procuring Entity/Procuring Officer 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**

* 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 Procuring Entity/Procuring Officer prior to the deadline or the extended deadline pursuant to clause IB.20.2, for submission of bids.
	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.
	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.
	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.
1. **BID OPENING AND EVALUATION IB.23 Bid Opening**
	1. The Procuring Entity/Procuring Officer 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:

* + 1. Single stage – single envelope bidding,
			1. Each bid shall comprise a single package containing single envelope. The envelope shall contain the technical proposal and the financial proposal;
			2. The envelope shall be marked with name of work, as well as sub work and financial proposal in bold and legible letters to avoid confusion;
		2. The experience and past performance in the execution of similar contracts;
		3. The capabilities with respect to personnel and construction equipment
		4. The financial status and capacity; and
		5. Any other information asked for by the procuring entity in the notice inviting tenders;
			1. The 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;
			2. The procuring entity would evaluate the bid on the basis of criteria specified in the tender documents/, without reference to the price and reject any proposal which does not conform to the specified requirements/ criterion.
			3. The bid found to be the lowest evaluated bid would be accepted;
	1. 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.
	2. 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 Procuring Entity/Procuring Officer may consider appropriate, will be announced by the Procuring Entity/Procuring Officer at the opening of bids.
	3. The Procuring Entity/Procuring Officer 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 Procuring Entity/Procuring Officer’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 Procuring Entity/Procuring Officer 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 Procuring Entity/Procuring Officer in the evaluation of the bids in accordance with Clause IB.28.

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

* 1. Prior to the detailed evaluation of bids, the Procuring Entity/Procuring Officer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
	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 Procuring Entity/Procuring Officer’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.

* 1. If a bid is not substantially responsive, it will be rejected by the Procuring Entity/Procuring Officer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**IB.27 Correction of Errors**

* 1. Bids determined to be substantially responsive will be checked by the Procuring Entity/Procuring Officer for any arithmetic errors. Errors will be corrected by the Procuring Entity/Procuring Officer as follows:
		1. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
		2. 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 Procuring Entity/Procuring Officer 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.
	2. The amount stated in the Form of Bid will be adjusted by the Procuring Entity/Procuring Officer 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**

* 1. The Procuring Entity/Procuring Officer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
	2. In evaluating the Bids, the Procuring Entity/Procuring Officer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
		1. Making any correction for errors pursuant to Clause IB.27;
		2. Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
		3. Making an appropriate adjustment for any other acceptable variation or deviation, including discounts or other price modification in the bids
	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.
	4. If the Bid of the successful bidder is seriously unbalanced in relation to the Procuring Entity/Procuring Officer’s estimate of the cost of work to be performed under the Contract, the Procuring Entity/Procuring Officer 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 Procuring Entity/Procuring Officer 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 Procuring Entity/Procuring Officer against financial loss in the event of default of the successful bidder under the Contract.
1. **AWARD OF CONTRACT IB.29 Award**
	1. Subject to Clauses IB.30 and IB.34, the Procuring Entity/Procuring Officer 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

* 1. The Procuring Entity/Procuring Officer, 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 Procuring Entity/Procuring Officer’s Right to Accept or Reject any or all Bids**

30.1 Notwithstanding Clause IB.29, the Procuring Entity/Procuring Officer 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**

* 1. Prior to expiration of the period of bid validity prescribed by the Procuring Entity/Procuring Officer, the Procuring Entity/Procuring Officer will notify the successful bidder in writing (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Procuring Entity/Procuring Officer 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”).
	2. No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Procuring Entity/Procuring Officer may have clarification meetings to get clarify any item in the bid evaluation report.
	3. The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Procuring Entity/Procuring Officer and the bidder till signing of the formal Contract Agreement.

31.3 Upon furnishing by the successful bidder of a Performance Security, the Procuring Entity/Procuring Officer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

**IB.32 Performance Security**

* 1. The successful bidder shall furnish to the Procuring Entity/Procuring Officer 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.
	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**

* 1. Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Entity/Procuring Officer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
	2. The formal Agreement between the Procuring Entity/Procuring Officer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Procuring Entity/Procuring Officer.

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

The Procuring Entity/Procuring Officer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Procuring Entity/Procuring Officer may in case of consistent poor performance of any Bidder as reported by the Procuring Entity/Procuring Officers 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 un- opened 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 un- necessary 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.

**Joint Venture (JV)**

### 1 Joint Venture must comply with the following requirements:-

### Following are minimum qualification requirements:-

### All joint venture partners shall fulfill the minimum criteria of valid registration with PEC along with code of specialization and shall have valid enlistment with Irrigation Department Khyber Pakhtunkhwa.

###  The lead partner shall meet not less than 50 percent of all qualifying criteria.

### Each of the partners shall meet not less than 25 percent of all the qualifying criteria.

### 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

# NAME OF THE PROJECT & SUMMARY OF THE WORKS

“**ADP No.2260 (200239) Improvement/Rehabilitation of Kachkot Canal System in Bannu and Lakki Marwat**.

Sub Work (i): **Improvement /Rehabilitation of Kachkot Canal system at RD:00 to Mandan Park in District Bannu**.

Contract No.

###### NAME AND ADDRESS OF THE PROCURING ENTITY/PROCURING OFFICER

Administrative Officer O/O the Chef Engineer (South) through Executive Engineer Bannu Canal Division Bannu, Irrigation Department of Khyber Pakhtunkhwa Peshawar.

###### NAME OF FUNDING AGENCY

##### Irrigation Department: Khyber Pakhtunkhwa Peshawar

# TYPE OF FINANCING

Phasing 2023-24 to 2026

# 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.

**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

# NAME OF THE PROJECT & SUMMARY OF THE WORKS

“**ADP No.2260 (200239) Improvement/Rehabilitation of Kachkot Canal System in Bannu and Lakki Marwat**.

Sub Work (ii): **Improvement /Rehabilitation of Kachkot Canal system from Zalim Gandi to RD:83000 in reaches.**

Contract No.

###### NAME AND ADDRESS OF THE PROCURING ENTITY/PROCURING OFFICER

Administrative Officer O/O the Chef Engineer (South) through Executive Engineer Bannu Canal Division Bannu, Irrigation Department of Khyber Pakhtunkhwa Peshawar.

###### NAME OF FUNDING AGENCY

##### Irrigation Department: Khyber Pakhtunkhwa Peshawar

# TYPE OF FINANCING

Phasing 2023-24 to 2026

# 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.

**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

# NAME OF THE PROJECT & SUMMARY OF THE WORKS

“**ADP No.2260 (200239) Improvement/Rehabilitation of Kachkot Canal System in Bannu and Lakki Marwat**.

Sub Work (iii): **Improvement /Rehabilitation of Kachkot Canal system from Amiran Ghandi to tail in reaches**.

Contract No.

###### NAME AND ADDRESS OF THE PROCURING ENTITY/PROCURING OFFICER

Administrative Officer O/O the Chef Engineer (South) through Executive Engineer Bannu Canal Division Bannu, Irrigation Department of Khyber Pakhtunkhwa Peshawar.

###### NAME OF FUNDING AGENCY

##### Irrigation Department: Khyber Pakhtunkhwa Peshawar

# TYPE OF FINANCING

Phasing 2023-24 to 2026

# 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.

**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

# NAME OF THE PROJECT & SUMMARY OF THE WORKS

“**ADP No.2260 (200239) Improvement/Rehabilitation of Kachkot Canal System in Bannu and Lakki Marwat**.

Sub Work (iv): **Improvement /Rehabilitation of vial Baran with branches**.

Contract No.

###### NAME AND ADDRESS OF THE PROCURING ENTITY/PROCURING OFFICER

Administrative Officer O/O the Chef Engineer (South) through Executive Engineer Bannu Canal Division Bannu, Irrigation Department of Khyber Pakhtunkhwa Peshawar.

###### NAME OF FUNDING AGENCY

##### Irrigation Department: Khyber Pakhtunkhwa Peshawar

# TYPE OF FINANCING

Phasing 2023-24 to 2026

# 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.

**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

# NAME OF THE PROJECT & SUMMARY OF THE WORKS

“**ADP No.2260 (200239) Improvement/Rehabilitation of Kachkot Canal System in Bannu and Lakki Marwat**.

Sub Work (v): **Improvement /Rehabilitation of vial Khujar/Nar Jaffar with branches in District Bannu**.

Contract No.

###### NAME AND ADDRESS OF THE PROCURING ENTITY/PROCURING OFFICER

Administrative Officer O/O the Chef Engineer (South) through Executive Engineer Bannu Canal Division Bannu, Irrigation Department of Khyber Pakhtunkhwa Peshawar.

###### NAME OF FUNDING AGENCY

##### Irrigation Department: Khyber Pakhtunkhwa Peshawar

# TYPE OF FINANCING

Phasing 2023-24 to 2026

# 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

……. 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 30-11-2023 at 11:00 AM in the office of Administrative Officer O/O the Chief Engineer (South), 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) PROCURING ENTITY/PROCURING OFFICER’S ADDRESS FOR THE PURPOSE OF BID SUBMISSION

Chief Engineer (South), Irrigation Department of Khyber Pakhtunkhwa.

###### 19.2 (B) NUMBER OF THE CONTRACT

# 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 PROCURING ENTITY/PROCURING OFFICER

As per KPPRA Rules.

**FORMS OF BID AND**

**APPENDICES TO BID**

###### FB-1

**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.

1. We understand that all the Appendices attached hereto form part of this Bid.
2. 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.

1. 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.
2. 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.
3. 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.
4. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
5. 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: