

BASED ON
STANDARD FORM OF BIDDING DOCUMENTS
FOR
PROCUREMENT OF WORKS



Name of sub work:-

IRRIGATION DEPARTMENT KHYBER PAKHTUNKHWA

SWABI IRRIGATION DIVISION-II SWABI

SUMMARY OF CONTENTS

Subject

- (I) INVITATION FOR BIDS
- (II) INSTRUCTIONS TO BIDDERS & BIDDING DATA
- (III) FORM OF BID & SCHEDULES TO BID
- (IV) CONDITIONS OF CONTRACT & CONTRACT DATA
- (V) STANDARD FORMS
- (VI) SPECIFICATIONS

**INVITATION
FOR
BIDS**

**GOVERNMENT OF KHYBER PAKHTUNKHWA
IRRIGATION DEPARTMENT
NOTICE INVITING E-BIDDING**

(Single Stage One Envelope Bidding Procedure)

Swabi Irrigation Division-II Swabi, Government of Khyber Pakhtunkhwa invites Electronic Bids from eligible firms / bidders in accordance with KPPRA Procurement Rules 2014 on Single Stage One Envelope Bidding Procedure for the following works.

S. No	Name of work	E/Cost Rs: in Million	2% E/Money of E/Cost	PEC field of specialization	Last date & time for receipt of bids	Date & time of Opening	Period of completion
1	AM&R to Canals, Distys, Minors, i/c hydraulic structure of canals systems, restoration of flood damages and other emergent nature works within the jurisdiction of Head Section (PMC) during 2021-22	1.5	0.03	CE-01 CE-10	7.7.2021 upto 12.00 PM	7.7.2021 at 12.30 PM	30.6.2022
2	AM&R to Canals, Distys, Minors, i/c hydraulic structure of canals systems, restoration of flood damages and other emergent nature works within the jurisdiction of Zaida Section (PMC) during 2021-22	1.5	0.03	CE-01 CE-10	7.7.2021 upto 12.00 PM	7.7.2021 at 12.30 PM	30.6.2022
3	AM&R to Canals, Distys, Minors, i/c hydraulic structure of canals systems, restoration of flood damages and other emergent nature works within the jurisdiction of Tail Section (PMC) during 2021-22	1.5	0.03	CE-01 CE-10	7.7.2021 upto 12.00 PM	7.7.2021 at 12.30 PM	30.6.2022
4	AM&R to Canals, Distys, Minors, i/c hydraulic structure of canals systems, restoration of flood damages and other emergent nature works within the jurisdiction of J/Nath Section during 2021-22	1.5	0.03	CE-01 CE-10	7.7.2021 upto 12.00 PM	7.7.2021 at 12.30 PM	30.6.2022
5	AM&R to Canals, Distys, Minors, i/c hydraulic structure of canals systems, restoration of flood damages and other emergent nature works within the jurisdiction of Jalbai Section during 2021-22	1.5	0.03	CE-01 CE-10	7.7.2021 upto 12.00 PM	7.7.2021 at 12.30 PM	30.6.2022

S. No	Name of work	E/Cost Rs: in Million	2% E/Money of E/Cost	PEC field of speciali zation	Last date & time for receipt of bids	Date & time of Opening	Period of completion
6	AM&R to Canals, Distys, Minors, i/c hydraulic structure of canals systems, restoration of flood damages and other emergent nature works within the jurisdiction of Toru Section during 2021-22	1.5	0.03	CE-01 CE-10	7.7.2021 upto 12.00 PM	7.7.2021 at 12.30 PM	30.6.2022
7	AM&R to Drainage Systems, Flood Protection works, restoration of flood damages and other emergent nature work within the jurisdiction of Pehur Irrigation Sub Division during 2021	1.5	0.03	CE-04	7.7.2021 upto 12.00 PM	7.7.2021 at 12.30 PM	30.6.2022
8	AM&R to Drainage Systems, Flood Protection works, restoration of flood damages and other emergent nature work within the jurisdiction of Maira Irrigation Sub Division during 2021	1.5	0.03	CE-04	7.7.2021 upto 12.00 PM	7.7.2021 at 12.30 PM	30.6.2022
9	AM&R to Tubewells, Lift Irrigation Schemes i/c Civil work / Electrical / Mechanical Installations in Pehur Irrigation Sub Division during 2021	2.0	0.04	CE-04 CE-09	7.7.2021 upto 12.00 PM	7.7.2021 at 12.30 PM	30.6.2022
10	AM&R to Tubewells, Lift Irrigation Schemes i/c Civil work / Electrical / Mechanical Installations in Maira Irrigation Sub Division during 2021	2.0	0.04	CE-04 CE-09	7.7.2021 upto 12.00 PM	7.7.2021 at 12.30 PM	30.6.2022

TERMS / CONDITIONS:-

1. Bid Solicitation documents including Instructions to Bidders can be downloaded from Irrigation website <http://www.irrigation.gkp.pk/> as well as KPPRA website <http://www.kppra.gov.pk/> and be submitted with Bids (Duly filled, each page signed & stamped) otherwise bids submitted without these documents will be considered non-responsive.
2. Bid Solicitation Documents contains mandatory requirements and eligibility to be fulfilled in order for bidder to participate otherwise their bids will be rejected.
3. The bidders are required to quote their rates above or below on BOQ both on MRS as well as non MRS components.
4. Two percent (02%) Bid Security/Earnest Money of the estimated cost from the account of firm/ bidder/ contractor who submits the bid must be accompanied with the tender document / Quotation through any scheduled bank in favor of **Executive Engineer, Swabi Irrigation Division - II, Swabi**. Failure to submit the 2% CDR will lead to rejection of the bid.
5. As per Chief Engineer (North) Irrigation Department Khyber Pakhtunkhwa Peshawar Notification No.843/North, dated 26/02/2021, Those bidders who failed to submit sealed bids to the procuring entity

- or submit bid with invalid CDR be debarred from participation in future bidding for a period of 06 (six) months on the approval of the competent authority.
6. The Procuring Entity may disqualify a contractor if it finds, at any time, that the information submitted by him concerning his qualification as contractor was false and materially inaccurate or incomplete.
 7. The contractors quoting their bids more than 10% below on Engineer's Estimate shall submit an Additional Bid Security equal to 8% of the bid cost along with the 2% bid security at the time of bid submission.
 8. If the successful contractor who has quoted a rate more than 10% below on the Engineer Estimate and has repudiated the contract, the entire security deposit i.e. 2% bid security along with 8% additional bid security shall be forfeited in favour of the Government.
 9. If the successful contractor who has quoted a rate more than 10% below on the Engineer Estimate and has repudiated the contract for three different times in different bids during the same fiscal year, then the entire security deposit i.e. (2+ 8) % shall be forfeited in the favour of the Government and the contractor shall also be proceeded for blacklisting for a period of five years.
 10. If the evaluated electronic bid costs of two or more than two bidders are equal then the successful bidder will be declared through draw.
 11. The employer has the authority to reject any bid or all the bids assigning cogent reasons.
 12. Bid security of the 1st, 2nd and 3rd lowest Electronic Bidder for the specific work will be retained by the Department for one week after issuance of letter of acceptance to the successful bidder.
 13. All the bidders / Firms must be registered with the Khyber Pakhtunkhwa Revenue Authority.
 14. All the prevailing KPPRA Acts/Rules & other government notification issued from time to time will be applicable.
 15. As per KPPRA Notification No.KPPRA/M&E/Estt/1-5/2016, dated 24/05/2016, additional Security will be released to Contractor in four installments i.e 25% to be released after completing 25% of the project, 50% to be released on 50% completing, 75% will be released on 75% completing and the remaining amount to be paid after completing the project.
 16. Pre-bid meeting will be held on 02/7/2021 at 2.00 PM in the office of Executive Engineer, Swabi Irrigation Division-II Swabi.

EXECUTIVE ENGINEER
SWABI IRRIGATION DIVISION-II SWABI.
PH:# 0938-920031
E-mail:xen2swabi@yahoo.com

INSTRUCTIONS TO BIDDERS

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

		A.	GENERAL
IB.1	Scope of Bid & Source of Funds		
1.1	Scope of Bid		
	<p>The Procuring Entity as defined in the Bidding Data (hereinafter called “the Procuring Entity”) wishes to receive Bids for each sub Work separately tabulated in the Notice Inviting E-bidding (hereinafter referred to as “the Work”).</p> <p>Bidders must quote for the complete scope of each sub work. Any Bid covering partial scope of each sub work will be rejected as non-responsive.</p>		
1.2	Source of Funds		
	The Procuring Entity intends to execute the works from Provincial fund/ADP/PSDP as tabulated in the N.I.T.		
IB.2	Eligible Bidders		
2.1	Bidding is open to all firms and persons meeting the following requirements:		
	a)	duly licensed by the Pakistan Engineering Council (PEC) in the relevant category for value of Works and specialization code (if applicable) as mentioned in the N.I.T	
	b)	Registered with KPRA	
	c)	NTN/Registration Certificate from the Income Tax	
	d)	Bidder must be registered with Govt of KPK works Department	
IB.3	Cost of Bidding		
3.1	The bidder shall bear all costs including bid solicitation documents fee (nominal so as to cover printing/reproduction and mailing costs) and other costs associated with the preparation and submission of its bid including the submitted Bid Securities and Additional Security (If applicable) and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.		

BIDDING DATA TO BE FILLED IN BY THE BIDDERS

(Mandatory, If found not filled the bidder(s) will be ineligible)

1. Name of Bidder: _____

2. Black listed / Litigation History: Yes _____ No _____

3. PEC Registration No. with Category and Specialization:

4. NTN No. _____

5. KPRA Registration No. _____

6. Registration/enlistment No. with Irrigation / Works Department:

Work Applied for Bidding: _____

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Program of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security

 - (iv) Form of Bank Guarantee for Advance Payment
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Entity at the Procuring Entity's/Engineer's address indicated in the Bidding Data.
- 5.2 The Engineer/Procuring Entity will respond to any request for clarification which it receives earlier than seven (7) days prior to the deadline for the submission of Bids. Copies of the Engineer/Procuring Entity's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Entity 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.

- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Entity.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Procuring Entity shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.8 Documents Comprising the Bid

- 8.1 The bid prepared by the bidder may comprise the following components:
- (a) Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3 (E-bid shall be submitted through E-bidding System of Irrigation Department).
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
 - (d) Bid Security furnished in accordance with Clause IB.13 as well as bid solicitation documents fee as per Clause IB 3.1. In case of downloading from website, no fee will be charged against Bid Solicitation Documents.
 - (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
 - (f) Documentary evidence in accordance with Clause IB.11
 - (g) Documentary evidence in accordance with Clause IB.12.

IB.9 Sufficiency of Bid

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

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

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the premiums/unit rates and prices of the Works to be performed under the Contract. Unit rate offered for an item shall be considered upto two significant decimal places (if applicable) for evaluation purposes by the Procuring Entity. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

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

10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency/premium as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

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

IB.12 Documents Establishing Works' Conformity to Bidding Documents

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

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

IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in NIT in Pak. Rupees in the form of Deposit at Call [Deleted]¹ in favour of the Procuring Entity. [The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid]²

- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Entity as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned as promptly as possible and top three retained till seven (7) days after award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 [“The bid security of successful bidder be retained with the Procuring Entity till completion of the defect liability period and the amount of guarantee will be reduced by an equivalent amount”.]³
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.21, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.
 - (iii) Submit additional security as per KPPRA Notification No. KPPRA/M&E/Estt:/1-17/2019-20, dated June 12/06/2020, or any other amendment made by the Government prior to bid submission date.

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail

² Inserted by KPPRA Notification No. KPPRA/M&E/Estt:/1-12/2017-18 dated April 05, 2018.

³ Substituted by KPPRA Notification No. KPPRA/M&E/Estt:/1-4/2016 dated May 24, 2016.

- 14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.6 The Bid shall be delivered in person, through courier service or sent by registered mail, or as specifically instructed by the Procuring Entity otherwise, at the address to Procuring Entity as given in Bidding Data.

D. SUBMISSION OF BID

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

- 15.1 Bids must be received by the Procuring Entity at the address/provided in Bidding Data not later than the time and date stipulated therein & NIT. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Procuring Entity after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Entity prior to the deadline for submission of bids.
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5(a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

- 16.1 The Procuring Entity will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Entity at its discretion may consider appropriate, will be announced by the Procuring Entity at the bid opening. The Procuring Entity will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

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

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

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

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Entity in accordance with the Corrected Schedule of Prices.

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

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

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

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

(a) Technical Evaluation

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

Not Applicable

(b) Financial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

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

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for deviations in terms of Payments (if any and acceptable to the Procuring Entity).
- (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

- (i) Price Adjustment for Technical Compliance Not Applicable

The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other bidders, the price will be estimated by the Engineer/Procuring Entity.

- (ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Procuring Entity will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

- (iii) Price Adjustment for Deviation in Terms of Payments Refer to Bidding Data

Not applicable

IB.17 Process to be Confidential

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Entity on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Entity. The evaluation result may be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will be Tentative E-bid Comparative Statement.
- 17.2 Any effort by a bidder to influence Engineer/Procuring Entity in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 The Procuring Entity, 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.

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

IB.19 Award Criteria & Procuring Entity's Right

- 19.1 Subject to Sub-Clause IB.19.2, the Procuring Entity will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Notwithstanding Sub-Clause IB.19.1, the Procuring Entity 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** (acceptance of a bid or proposal rule 47(1)), without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Entity's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Entity, the Procuring Entity will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Entity will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Entity and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Entity.

IB.21 Performance Security Not applicable (NIT condition No.8 prevails)

- 21.1 The successful bidder shall furnish to the Procuring Entity a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.(Not Applicable) **NIT condition will prevail**

IB.22 Integrity Pact

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

(To be submitted by the successful bidder only)

BIDDING DATA

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

Instructions to Bidders

Clause Reference

1.1 **Name of Procuring Entity:-** The Chief Engineer (North) through:-

EXECUTIVE ENGINEER, SWABI IRRIGATION DIVISION – II, SWABI

Name of work:- ADP 2372/200233

5.1 (a) Procuring Entity's address:

Executive Engineer, Swabi Irrigation Division – II, Swabi,
Adjacent Swabi Police Station, near Aman Chowk, Swabi,
Phone No. 0938-920031, Email: xen2swabi@yahoo.com

(b) Engineer's address:

As above

(c) Engineer's representative

Executive Engineer / his representative not below than SDO concerned on behalf of
Procuring Entity

10.3 Bid shall be quoted entirely in Pak. Rupees (Above/Below) on applicable schedule and Non Schedule items. The payment shall be made in Pak. Rupees for work done on release of funds, subject to fulfillment of Codal Formalities, Technical Sanction, Agreement sanction, complying of Material & Technical specifications.

11.2 The bidder/manufacturer has the financial, technical and production capability necessary to perform the Contract i.e. Registration with PEC in relevant category and specialization code_____ & financial limit as noted in NIT, Registration with KPRA, Enlistment with Irrigation / Works Department Khyber Pakhtunkhwa, has been issued E-bidding Login & Password.

- 12.1 (a) Essential technical specification as per document at the following link are required:
<https://www.cwd.gkp.pk/images/CSR/Technical-Specification-MRS-KPK-2019.pdf>

Essential Material specification as per document at the following link are required:
<https://www.cwd.gkp.pk/images/CSR/Material-Specifications-MRS-KPK-2019.pdf>

- (b) Complete set of tentative technical specifications as per Approved PC-I/T.S

13.1 Amount of Bid Security

2% of Estimated Cost & as per KPPRA Notification No. KPPRA/M&E/Estt:/1-17/2019-20, dated 12/06/2020

14.1 Period of Bid Validity

90 Days

- 14.1.1 Completion time of work:-

14.4 Number of Copies of the Bid to be Submitted

One original plus 01 copies.

- 14.6 (a) Procuring Entity's Address for the Purpose of Bid Submission**
Office of the Executive Engineer, Swabi Irrigation Division – II, Swabi,
Adjacent Swabi Police Station, near Aman Chowk, Swabi,
Phone No. 0938-920031, Email: xen2swabi@yahoo.com

15.1 Deadline for Submission of Bids

As per NIT

16.1 Venue, Time, and Date of Bid Opening

Venue: Office of the Executive Engineer, Swabi Irrigation Division – II, Swabi,
Adjacent Swabi Police Station, near Aman Chowk, Swabi,
Phone No. 0938-920031, Email: xen2swabi@yahoo.com

Time: As per NIT

Date: As per NIT

16.4 **Responsiveness of Bids**

- (i) the Bid is valid till required period,
- (ii) the Bid prices are firm during currency of contract (if it is a fixed price bid)
- (iii) completion period offered is within specified limits or as noted in NIT
- (iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification as per eligibility criteria.
- (v) the Bids are generally in order, etc.

16.9 **Price Adjustment: (NOT APPLICABLE)**

- (iii) Price Adjustment for Deviations in Terms of Payment
~~If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Procuring Entity, mark-up earned for any earlier payments involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the mark-up rate _____ per annum (insert rate) and shall be added to the Corrected Total Bid Price for comparison purposes only.~~

FORM OF BID AND SCHEDULES TO BID

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To

Executive Engineer
Swabi Irrigation Division – II,
Swabi

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.
_____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address

and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of **Rs:** _____ (M) (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of **90 days** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract & as per KPPRA Notification No. KPPRA/M&E/Estt:/1-17/2019-20, dated 12/06/2020.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____ 2021

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____ CNIC _____

Address: _____

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

SCHEDULE – A TO BID

SCHEDULE OF PRICES

THE BOQ SHALL BE FILLED ONLINE ON IRRIGATION DEPARTMENT WEBSITE, THE PROCURING ENTITY SHALL NOT BE LIABLE FOR THE ERRORS/MALFUNCTIONS OF THE E-BIDDING SYSTEM, LOSS OR NON-PROVISION OF EBIDDING SYSTEM LOGIN & PASSWORD
<http://www.irrigation.gkp.pk> OR
<http://www.irrigation.gkp.pk/tenders.php>

SCHEDULE - B TO BID

***SPECIFIC WORKS DATA**

THE CONTRACTOR SHALL FOLLOW MATERIAL SPECIFICATIONS AS PER:
<https://www.cwd.gkp.pk/images/CSR/Material-Specifications-MRS-KPK-2019.pdf>

THE CONTRACTOR SHALL FOLLOW TECHNICAL SPECIFICATIONS AS PER:
<https://www.cwd.gkp.pk/images/CSR/Technical-Specification-MRS-KPK-2019.pdf>

FOR SCHEDULE ITEMS AND INDUSTRY STANDARDS SHALL BE
ADOPTED/FOLLOWED FOR NON-SCHEDULE ITEMS

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

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

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

**SUB CONTRACTORS SHALL NOT BE ALLOWED FOR EXECUTION OF WORK
except as representative of the Bidder.**

SCHEDULE – D TO BID

PROPOSED PROGRAM OF WORKS

Bidder may provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

TO BE PROVIDED BY THE BIDDER

Signature: _____

Seal: _____

Dated: _____

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

(NOT APPLICABLE)

The successful bidder be required to submit a narrative outlining the method of performing the Works.

The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and eractional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

(TO BE PROVIDED BY THE SUCCESSFUL BIDDER)