# EVALUATION REPORT
(As per Rule 35 of PP Rules, 2004)

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<tbody>
<tr>
<td>1.</td>
<td>Name of Procuring Agency:</td>
<td>National Highway Authority</td>
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<tr>
<td>2.</td>
<td>Method of Procurement:</td>
<td>Single Stage Two Envelope Procedure</td>
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<td>3.</td>
<td>Title of Procurement:</td>
<td>Improvement, Upgradation and Widening of Jaglot – Skardu Road on Supplier / Buyer Credit Basis (EPC / Turnkey)</td>
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<td>4.</td>
<td>Tender Inquiry No.:</td>
<td>2(331)/GM(P&amp;CA)/NHA/2017/</td>
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<td>5.</td>
<td>PPRA Ref. No. (TSE):</td>
<td>TS271658E</td>
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<td>6.</td>
<td>Date &amp; Time of Bid Closing:</td>
<td>29th July 2016 at 1100 hours local time</td>
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<td>7.</td>
<td>Date &amp; Time of Bid Opening:</td>
<td>29th July 2016 at 1130 hours local time</td>
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<td>8.</td>
<td>No. of Bids Received:</td>
<td>Three (03)</td>
<td></td>
<td></td>
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<tr>
<td>10.</td>
<td>Details of Bid(s) Evaluation:</td>
<td>As below</td>
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<table>
<thead>
<tr>
<th>Name of firm</th>
<th>Technical (if applicable)</th>
<th>Financial (if applicable)</th>
<th>Evaluated Cost (Rs.)</th>
<th>Rule / Regulation / SBD* / Policy / Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.</th>
</tr>
</thead>
<tbody>
<tr>
<td>M/s Frontier Works Organization (FWO)</td>
<td>Qualified</td>
<td>Price Bid opened</td>
<td>31,000,000,000</td>
<td>1st (Lowest Evaluated Bidder)</td>
</tr>
<tr>
<td>M/s China Gezhouba Group Co. Ltd.</td>
<td>Dis-Qualified</td>
<td>Price Bid not opened</td>
<td>-</td>
<td>PPRA Rule 36(b) (v)</td>
</tr>
<tr>
<td>M/s Power Construction Corporation of China Ltd.</td>
<td>Dis-Qualified</td>
<td>Price Bid not opened</td>
<td>-</td>
<td>-do-</td>
</tr>
</tbody>
</table>

Lowest Evaluated Bidder: M/s Frontier Works Organization (FWO)

11. Any other additional / supporting information, the procuring agency may like to share: Nil

Signature: 

[Signature]

General Manager (P&CA)
National Highway Authority
Islamabad

Official Stamp: ...........................................

*Standard Bidding Documents (SBD)
GOVERNMENT OF PAKISTAN
MINISTRY OF COMMUNICATIONS

CRITERIA FOR
BID EVALUATION

IMPROVEMENT, UPGRADEATION
AND WIDENING OF JAGLOT –
SKARDU ROAD ON SUPPLIER / BUYER CREDIT BASIS

NATIONAL HIGHWAY AUTHORITY
Procurement & Contract Administration Section
28-Mouve Area, G-9/1, Islamabad.
Tel: 051-9032727, Fax: 051-9260419
INSTRUCTIONS TO BIDDERS AND APPENDICES

(A) GENERAL

IB.1 Scope of Bid and Source of Funds

1.1 Scope of Bid

National Highway Authority, Islamabad, Pakistan (hereinafter called the “Employer”) wishes to receive Bids on EPC/Turnkey on Supplier's/Buyer's Credit basis for the scope of work which includes, but shall not be limited to:

The Project of Jaglot – Skardu Road is located in northeast of Pakistan. The Works to be executed under this Contract comprise Design, Design review/Design updation, Construct and Maintenance on EPC/Turnkey on Supplier's/Buyer's Credit basis.

Design, Design review and updation

The Works to be executed under this Contract comprise of Design preparation and its review, construction and maintenance on EPC the Bidder has to prepare a preliminary design based on site collected data and design parameters given and then formulate his costs as per his working. Any additional information, geo-technical investigation, surveys including hydraulic, study or verification of documents provided shall be done by the bidder prior to bid submission. This detailed working on costs including preliminary design has to be enclosed with his tender to facilitate the evaluation process.

The available design and drawings (if any) for the Jaglot – Skardu Project will be reviewed by the Construction firm. Any mistakes/deficiencies observed in the design and recommendations for its improvement, shall be incorporated in the design by the Bidder/Construction firm. Any additional information, investigation, survey, study or verification (of document provided) shall be done by the Construction firm. The Construction firm shall prepare the Design and Construction drawings after carrying out necessary investigation, survey, study, verification, review and updation of available design, and thereafter shall assume full responsibility for the soundness and safety of the Design.

The scope of work to be executed includes but not limited to following:

1. Detailed Engineering Design of Project based on Employer's Requirement and specification. Prior to this, the bidder has to review Employer's Requirement and concept/preliminary design provided with the bid document. He has to subsequently prepare his own preliminary design after detail site studies, investigations and surveys. The bidder has to then base his bid on the basis of his own preliminary design which he has to develop into detailed design during execution stage.

2. Getting the design vetted from Employer and making necessary correction if required before start of work.

3. Construction and completion of project including maintenance and defect liability period as required.
Construction work items

- Construction of the road to Bituminous pavement standard
- Site clearance and top soil stripping
- Earthworks
- Demolish and removal of substandard structures and vented Causeways if any
- Constructing Bridges
- Constructing Culverts
- Construction of Minor and Major drainage works
- Constructing Bituminous pavement
- Construction of Road furniture
- Construction of any other operation ancillary to the main works
- Maintenance of works during construction. The defects liability period shall be 36 months
- And other necessary works to meet the Employer’s requirement

A detailed scope of work has been described in the Employer’s Requirements in these documents. The successful Bidder will be expected to complete the Works within the stipulated period of 48 months as specified in these Bidding Documents.

Bidders must quote prices for the complete scope of work. Any Bid covering partial scope of work will be non-responsive, pursuant to Clause IB.24.

1.2 Source of Funds

Construction firm and Supplier/Buyer shall be responsible for financing minimum 85% of the total development cost in the form of a Supplier/Buyer credit while remaining financing will be borne by Government of Pakistan. Bidders are required to mention the terms and condition of credit financing (Supplier’s credit proposal / Buyer’s credit proposal) in schedule M.

B.2 Eligible Bidders

2.1 Bidding is open to all firms from eligible countries as per Appendix ‘A’ to Instructions to Bidders. Pakistani Firms should be Duly licensed by the Pakistan Engineering Council (PEC) in Category C-A with specialization in CE-01, CE-02 & CE-10 for the year 2016.

Foreign firm wishing to perform any construction of engineering works in Pakistan shall obtain an appropriate license (specific project) from the Pakistan Engineering Council (PEC), as per PEC Byelaws, before initiating any activity.
IB.3 Eligible Goods and Services

3.1 All Goods & ancillary Services to be supplied under this Contract shall have their origin in eligible countries as per Appendix ‘A’ to Instructions to Bidders (if not available locally) and all expenditures made under the Contract will be limited to Goods and Services.

3.2 For purpose of this Clause, “origin” means the place where the Goods are mined, grown or produced or from where the ancillary Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is essentially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Bidder.

IB.4 Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

(B) BIDDING DOCUMENTS

IB.5 Contents of Bidding Documents

5.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.7.

1. Instructions to Bidders (ITB) with Appendices to ITB
2. Letter of Technical Bid & Schedules to Bid

Schedules to Bid are the following:

(i) Schedule A: Specific Works data
(ii) Schedule B: Proposed Organization for the Project
(iii) Schedule C: Method of Performing Works
(iv) Schedule D: Proposed Program of Works
(v) Schedule E: Work to be Performed by Subcontractors
(vi) Schedule F: Deviations from Technical & Contractual Provisions
(vii) Schedule G: Specific Operation/ Plant and Equipment Details
(viii) Schedule H: Specimen JV Agreement
(ix) Schedule I: Past Performance and Present Commitments

3. Letter of Price Bid & Schedules to Bid
Schedules to Bid are the following:

(i) Schedule J: Integrity Pact
(ii) Schedule K: Estimated Progress Payments
(iii) Schedule L: Lump Sum Cost Breakup for Major Cost Items
(iv) Schedule M: Terms & Condition for Credit financing
(v) Schedule N: Detail of Expenditure (foreign currency component)

4. Schedule of Prices & Schedule of Payment
5. Contract Data Sheet
6. General Conditions of Contract (GCC)
7. Particular Conditions of Contract (PCC)
8. Standard Forms
   Forms include the following:
   (i) Form of Bid Security
   (ii) Form of Contract Agreement
   (iii) Form of Performance Security
   (iv) Form of Bank Guarantee for Advance Payment

5.2 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 Bidders own risk. Pursuant to Clause 1B.24, Bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.6 Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing or by fax at the address as provided under “Invitation for Proposal”. Employer will examine the request for clarification of the Bidding Documents which it receives not later than fourteen (14) days prior to the deadline for the submission of bids and if needed will issue the clarification/addendum of the Bidding Documents before the date of submission of Bids by uploading the same on the website: www.nha.gov.pk.

IB.7 Amendment of Bidding Documents

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

7.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof, and shall be communicated by uploading the same on the website: communicated in writing to prospective bidders (through email). Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer. The Bidder shall also confirm in the Form of Bid that the information contained in such addenda have been considered in preparing his Bid.
7.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids in accordance with Clause IB.19.

(C) PREPARATION OF BIDS

IB.8 Language of Bid

8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Employer 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.9 Documents Comprising the Bid

9.1 The Bid prepared by the Bidder shall comprise the following components:

(a) Covering Letter
(b) Letters of Bids duly filled, signed and sealed, in accordance with Clause IB.17.
(c) Schedules (A to N) to Bid duly filled and signed, in accordance with the instructions contained therein.
(d) Schedule of Prices completed in accordance with Clauses IB.11 and IB.12 in separate sealed envelope.
(e) Bid Security furnished in accordance with Clause IB.15.
(f) Power of Attorney in accordance with Clause IB.17.5.
(g) Documentary evidence established in accordance with Clause IB.13 that the Bidder is eligible to Bid and is qualified to perform the Contract if its Bid is accepted (past performance and present commitments to be filled in as per schedule I to Bid).
(h) Documentary evidence established in accordance with Clause IB.14 that the Plant and ancillary Services to be supplied by the Bidder are eligible Plant and Services and conform to the Bidding Documents.
(i) Bidders applying for eligibility for domestic preference in bid evaluation shall supply all information & evidence to establish the claim for domestic preference required to satisfy the criteria for eligibility as described in Clause IB.27. The particulars for domestic Goods prescribed in Appendix C to these Instructions shall also be filled in to substantiate claim for domestic preference.
(j) Any other documents prescribed in Particular Conditions of Contract or Technical Provisions to be submitted with the Bid.

IB.10 Letters of Bids and Schedules

10.1 The Bidder shall complete, sign and seal the Letters of Bids, Schedules (A to N, or as modified) to Bid and Schedule of Prices furnished in the Bidding Documents and shall also enclose other information as detailed in Clause IB.9.

10.2 For the purpose of granting a margin of domestic preference pursuant to Clause IB.27, the Employer will classify the Bids, when submitted in one of three groups as follows subject to change, if any, as per policy of the Federal Government as applicable on the date of bid opening:
(a) **Group ‘A’ Bid.** (i) For Goods for which labour, raw materials and components from within Pakistan account for at least 20% of the ex-factory bid price of the products offered
(ii) For Goods for which labour, raw materials and components from within Pakistan account for over 20% and up to 30% of the ex-factory bid price of the products offered
(iii) For Goods for which labour, raw materials and components from within Pakistan account for over 30% of the ex-factory bid price of the products offered;

(b) **Group ‘B’ Bid.** For Goods manufactured in Pakistan for which the domestic value added in the manufacturing cost is less than 20% of the ex-factory bid price; and

(c) **Group ‘C’ Bid.** For Goods of foreign origin.

In preparing their bids, the Bidders, whether local or foreign, shall enter in the Schedule of Prices, ex-factory price for indigenously manufactured products and CIF price as well as customs duty and sales tax and other import charges for products to be imported from outside Pakistan.

**IB.11 Bid Prices**

11.1 The Bidder shall fill up the Schedule of Prices attached to these documents indicating the lumpsum prices of the Works to be performed under the Contract. Prices on the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices.

11.2 The Bidder shall fill prices for all items of the Works described in the Schedule of Prices. Items against which no price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by prices for other items in the Schedule of Prices.

11.3 The Bidder’s breakup of price components in accordance with Sub-Clause 11.1 above will be solely for the purpose of facilitating the comparison of Bids by the Employer and will not in any way limit its right to contract on any of the terms offered.

11.4 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the Bidder shall remain fixed during the Bidder’s performance of the Contract and not subject to variation on any account. When the Bidders are required to quote only fixed price(s), a Bid submitted with an adjustable price quotation will be treated as non-responsive, pursuant to Clause IB.24.

11.5 Any discount offered shall be valid for at least the period of validity of the Bid. A discount valid for lesser period shall be considered null and void.

**IB.12 Currencies of Bid**

12.1 The prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as the “Foreign Currency Requirements”) shall indicate the same in Schedule-N to Bid. The proportion of the bid Price (excluding Provisional Sums) needed by Bidder for the payment of such foreign currency Requirement, shall indicate the respective portions in his bid.

12.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids.

12.3 The currencies of payment shall be as stated in Particular Conditions of Contract.

**IB.13 Documents Establishing Bidder’s Eligibility and Qualifications**

13.1 Pursuant to Clause IB.9, 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.
13.2 The documentary evidence of the Bidder’s eligibility to Bid shall establish to the Employer’s satisfaction that the Bidder, at the time of submission of its Bid is from an eligible source country as defined under Clause IB.2.

13.3 The documentary evidence of the Bidder’s qualifications to perform the Contract if its Bid is accepted, shall establish to the Employer’s satisfaction:

- that the Bidder has the financial and technical capability necessary to perform the Contract

13.4 (a) Bidder must possess and provide evidence of the following experience:

i. has completed at least one (1) Contract with a minimum value of US$ 190 Million during the last seven years.

ii. design capacity to undertake the project i.e. experience of designing of highways and bridges. Bio Data of proposed professional must be attached such as Bridge Design Engineer, Highway Design Engineer, Quantity Surveyor, Quality Control / Material Engineer, Chief Surveyor, etc.

Documentation regarding the Bidder’s experience on previous similar contracts must accompanied with each Bid. The data / documents provided by the Applicants needs to be submitted with Technical Bid (Minimum requirements are Power of Attorney, Similar/Specific Experience alongwith award and completion certificates, Constitution of Company / Memorandum of Association etc. describing details of mother firm and all subsidiaries as the case may be, Financial data including Financial Statements and Bank reference letters, personnel Current commitments of the bidder) with authentication / notarization from the respective Embassies in Pakistan or their appropriate offices through Pakistan Mission or from the foreign offices of applicants in the country of origin duly counter attested by Embassy of Pakistan.

Bidder shall also submit proof of their financial capability to undertake the Contract.

In the event that the successful Bidder is a joint venture formed of two or more companies, the Employer requires that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.

Bidders shall furnish documentary evidence of qualification on the Form “Evidence of Bidder’s Capability” (Appendix B to these Instructions).

(b) The Bidder should have an Average Annual Turnover, Average Networth and Working Capital in the last three years equal to or more than Minimum threshold mentioned in IB. 26.

13.5 Joint Venture

In order for a Joint Venture to qualify:

(a) All members of JV must have valid registration by PEC; a foreign bidder / member of JV, must provide to the Employer its valid registration prior to the last date for submission of bids or shall submit evidence of submission of application to PEC alongwith bank challan of requisite fee for Project Specific License in their Technical Bid.

(b) At least one of the partners of joint venture shall satisfy the relevant experience criteria specified in Sub-Clause 13.4(a) hereinabove.

(c) All firms comprising the joint venture shall be legally constituted and shall meet the eligibility requirement of Sub-Clause 2.1 hereof.

(d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally to Employer for the execution of the entire Contract in accordance with the Contract terms and conditions and a statement to this effect shall be included in the authorization mentioned under para (g) below as well as in the Form of Bid and Form

(e) The Form of Bid, and in the case of successful Bidder, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners.

(f) 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.

(g) The partner-in-charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture.

(h) A copy of the agreement entered into by the joint venture partners shall be submitted with the Bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer (Refer Schedule -H).

13.6 The Bidder shall propose, in order of his priority, a plant, equipment or goods of not more than three (3) Manufacturers. Employer at Bid will evaluate the plant, equipment or goods of only one of such Manufacturers.

IB.14 Documents Establishing Plant’s Eligibility and Conformity to Bidding Documents

14.1 Pursuant to Clause IB.9, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Plant and Services which Bidder proposes to perform under the Contract.

14.2 The documentary evidence of the Plant and Services eligibility shall establish to the Employer’s satisfaction that they will have their origin in an eligible source country as defined under Clause IB.3. A certificate of origin issued at the time of shipment will satisfy the requirements of the said Clause.

14.3 The documentary evidence of the Plant and Services’ conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish:

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

(b) Complete set of technical information, description, data, literature and drawings as required in accordance with Schedule A to Bid, Specific Works Data. Drawings and data submitted must be in sufficient detail and clarity to permit the Employer to verify compliance with the provisions of the Bidding Documents. This will include but not be limited to the following:

(i) A sufficient number of drawings, diagrams, photographs, catalogues, illustrations and such other information as are necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the Plant to be furnished.

(ii) The approximate weight and dimension of the main components, a brief description of the principal materials and fabrication processes to be used and recommended methods of assembly.

(iii) Any other information which is required for evaluation purposes.

(c) A clause-by-clause commentary on Technical Provisions, provided with the Bidding Documents, demonstrating the Plant’s and Service’s substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Provisions as required in Schedule F to Bid.
14.4 For purpose of the commentary to be furnished, pursuant to Sub-Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid provided that it demonstrates to the Employer’s satisfaction that the substitutions are substantively equivalent or superior to those designated in the Technical Provisions. Copies of the standards proposed by the Bidder other than those specified in the Bidding Documents shall be furnished.

IB.15 Bid Security

15.1 Each Bidder shall furnish, as part of his Bid, a Bid Security of an amount not less than Pak Rupees four hundred million or an equivalent amount in any freely convertible currency.

15.2 The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan in favour of the Employer valid for a period twenty eight (28) days beyond the bid validity date.

15.3 The Bid Security is required to protect the Employer against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to Sub-Clause 15.7 hereof.

15.4 Any Bid not accompanied by an acceptable Bid Security shall be considered by the Employer as non-responsive, pursuant to Clause IB.24.

15.5 The Bid securities of unsuccessful Bidders will be returned upon award of contract to the successful Bidder or on the expiry of validity of Bid Security whichever is earlier.

15.6 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security, pursuant to Clause IB.34 and signed the Contract Agreement, pursuant to Clause IB.35.

15.7 The Bid Security may be forfeited:

(a) if a Bidder withdraws his Bid during the period of Bid validity;
(b) if a Bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 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.34, or
   (ii) sign the Contract Agreement, in accordance with Clause IB.35.

IB.16 Validity of Bids

16.1 Bids shall remain valid for 180 days after the date of Bid opening as prescribed in Clause IB.19.

16.2 In exceptional circumstances prior to expiry of original Bid validity period, the Employer may request the Bidders to 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 forfeiture of his Bid Security. A Bidder agreeing to the request 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 in which case, the Employer will be obligated to compensate the Bidders, upon substantiation for their increase in costs (if it is a fixed price bid).
IB.17 Format and Signing of Bid

17.1 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.

17.2 All Schedules to Bid (A to N) are to be properly completed and signed.

17.3 No alteration is to be made in the Form of Bid nor in the Schedules thereto 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.

17.4 Each Bidder shall prepare one (1) Original and three (03) Copies, of the documents comprising the bid as described in Clause IB.9 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.

17.5 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 and Schedules to Bid shall be initialed and stamped by the person or persons signing the Bid.

17.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

17.7 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.

17.8 Bidders should retain a copy of the Bidding Documents as their file copy.

(D) SUBMISSION OF BIDS

IB.18 Sealing and Marking of Bids

18.1 Each Bidder shall submit his Bid as under:

(a) ORIGINAL and three COPIES of the original Technical Bid and Price Bid shall be separately sealed and put in separate envelopes and marked as such.

(b) The envelopes containing the ORIGINAL and COPIES of both Technical Bids and Price Bids will be put in one sealed envelope and addressed/identified as given in Sub-Clause 18.2 hereof.

18.2 The inner and outer envelopes shall;

(a) be addressed to the Employer at the address given in Sub-Clause 6.1 herefore.

(b) bear the Project name, Contract No. and Date of opening of Bid.

(c) provide a warning not to open before the time and date for Bid opening.

18.3 The Bid shall be delivered in person or sent by registered mail at the address to Employer as mentioned in the Invitation to Bids.

18.4 In addition to the identification required in Sub-Clause 18.2 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.20.

18.5 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
IB.19 Deadline for Submission of Bids

19.1 (a) Bids must be received by the Employer at the address specified in Invitation for Bids not later than the time and date stipulated in the Invitation for Bids.

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the Bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids.

(c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid package.

(d) Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger.

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

19.3 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an addendum in accordance with Clause IB.7, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.20 Late Bids

20.1 (a) Any Bid received by the Employer after the deadline for submission of Bids prescribed in Clause IB.19 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, courier service or by mail.

IB.21 Modification, Substitution and Withdrawal of Bids

21.1 Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that modification, substitution or written notice of the withdrawal is received by the Employer prior to the deadline for submission of Bids.

21.2 The modification, substitution or withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.18 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

21.3 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 Clause IB.15.

(E) BID OPENING AND EVALUATION

IB.22 Bid Opening

22.1 A committee consisting of nominated members by the Employer will open the Bids, including withdrawals, substitution and modifications made pursuant to Clause IB.21, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Invitation for Bids. Technical Bids will be opened first. At the end of the evaluation of the Technical Bids, the Employer will invite Bidders who have submitted substantially responsive
Technical Bids and who have been determined as being qualified for award to attend opening of
the Price Bids.

The Bidders' representatives who are present shall sign in a register evidencing their attendance.

22.2 Envelopes marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” shall be
opened and read out first and the name of the Bidder shall be read out. Bids for which an
acceptable notice of withdrawal has been submitted pursuant to Clause IB.21 shall not be opened.

22.3 The Bidder's name, Bid Prices, unit rates, any discount offered, Bid modifications, substitutions
and withdrawals, the presence or absence of Bid Security, terms & conditions such as (i) Offered
credit amount, (ii) rate of interest, (iii) re-payment period, (iv ) grace period and such other details
as the Employer at its discretion may consider appropriate, will be announced by the Employer at
the Bid opening. The Employer will record minutes of Bid opening.

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. Any discount offered by the Bidder on its quoted prices, shall
only be considered if such discount is either shown on the duly filled-in, signed and stamped
Form of Bid/Letter of price bid or on the Summary Page of the quoted amount for Lump sum
contract/bill of quantities as applicable. In case of any discrepancy or difference in the rate or
amount of discount mentioned in the Form of Bid/Letter of price bid (as duly filled-in and
signed), and on the Summary Page of the Priced BOQ, the discount shown on the Priced BOQ
shall prevail. Discount, if offered, through a separate letter of discount submitted with the Bid,
will not be entertained and shall be considered null & void.”

22.4 Discounts offered for lesser period than the Bid validity shall not be considered in evaluation.

IB.23 Clarification of Bids

23.1 To assist in the examination, evaluation and comparison of Bids, the Employer 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.

IB.24 Preliminary Examination & Determination of Responsiveness of Bids

24.1 Prior to detailed evaluation pursuant to Clause IB.26, the Employer will determine the
responsiveness of the Bids as follows:

(a) the Employer will examine the Bids to determine whether;
   (i) the Bid is complete and does not deviate from the scope,
   (ii) any computational errors have been made,
   (iii) required sureties have been furnished,
   (iv) the documents have been properly signed,
   (v) the Bid is valid till required period,
   (vi) the Bid prices are firm during currency of contract if it is a fixed price bid,
   (vii) completion period offered is within specified limits,
   (viii) the Bidder is eligible to Bid and possesses the requisite experience,
   (ix) the Bid does not deviate from basic technical requirements; and
   (x) the Bids are generally in order.

(b) A bid is likely not to be considered, if;

...
(i) it is unsigned,
(ii) its validity is less than specified,
(iii) it is submitted for incomplete scope of work,
(iv) it indicates completion period later than specified,
(v) it indicates that Works and materials to be supplied do not meet eligibility requirements,
(vi) it indicates that Bid prices do not include the amount of income tax, and
(vii) Alteration in Form of Bid as per IB.17.3.

(c) A bid will not be considered, if;

(i) it is not accompanied with bid security,
(ii) it is submitted by a Bidder who has participated in more than one Bid,
(iii) it is received after the deadline for submission of Bids,
(iv) it is submitted through fax, telex, telegram or email,
(v) it indicates that prices quoted are not firm during currency of the contract whereas the Bidders are required to quote fixed price(s),
(vi) the Bidder refuses to accept arithmetic correction,
(vii) it is materially and substantially different from the Conditions/ Specifications of the Bidding Documents.

It is after review and determination of the responsiveness as per above that further action on technical evaluation will be taken.

24.2 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 Price Bid and the total shown in Schedule of Prices Summary, the amount stated in the Form of Price Bid will be corrected by the Employer/Employer 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.

24.3 Prior to the detailed evaluation, pursuant to Clause IB.26 the Employer/Employer 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.

A material deviation or reservation is one:

(i) which affect in any substantial way the scope, quality or performance of the Works;
(ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or
(iii) whose rectification/ adoption would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

The Employer's determination of a Bid responsiveness will be based on the contents of the Bid
itself without recourse to irrelevant evidence.

24.4 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.

24.5 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, as long as the waiver does not prejudice or affect the relative ranking of any Bidder.

IB.25 Conversion to Single Currency

25.1 To facilitate evaluation and comparison, the Employer will convert all Bid Prices, expressed in the amounts in various currencies in which bid Price is quoted, to Pak Rupees at the Telegraphic Transfer and Over Draft (TT&OD) composite selling exchange rate published / authorized by the State Bank of Pakistan and applicable to similar transaction, on the date 28 days prior to bid submission.

IB.26 Detailed Evaluation of Bids

26.1 Only the Bids previously determined to be substantially responsive pursuant to Clause IB.24 will be evaluated and compared in detail by the Employer as per the requirements given hereunder:

26.2 Evaluation and Comparison of Bids

(a) Bids will be evaluated for each item and/or complete scope of work.

(b) Basis of Price Comparison

The prices will be compared on the basis of the Evaluated Bid Price pursuant to Para (e) herein below.

(c) Technical Evaluation

(i) It will be examined in detail whether the Bid comply with the Technical Provisions of the Bidding Documents. For this purpose, design offered by the Bidder will be reviewed for which the Bidder’s data submitted with the Bid under Schedule-A to Bid (Specific Works Data) will be compared with the technical features/criteria prescribed by the Employer in these documents. Other technical information submitted with the Bid regarding the Scope of Work will also be reviewed.

(ii) The criteria for evaluation of technical bid shall be as per following details:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>General Screening of Technical Evaluation of various parameters</th>
<th>Minimum threshold details as per project type</th>
<th>Pass / fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>Experience</td>
<td>General Experience of the firm as per schedule-I</td>
<td>One project of similar nature of amount equal to US$ 190 million completed during the last seven years.</td>
</tr>
<tr>
<td></td>
<td>Particular Experience of the firm as per schedule-I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>Competence</td>
<td>Design capacity as per IB 13.4 (a) (ii)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Construction Schedule / Work Methodology / Resource Scheduling Plan as per schedule-B, C and D</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Available Resources of the firm i.e. Equipment and Manpower as per schedule-G</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>Performance</td>
<td>Past performance as per schedule-I</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Current work commitments as per schedule-I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv</td>
<td>Financial</td>
<td>Financial soundness as per IB 13.4 (b)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Average Annual Turnover of last 3 years</td>
<td>US$ 60 million</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Average Net Worth</td>
<td>US$ 38 million</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Working Capital</td>
<td>US$ 19 million</td>
<td></td>
</tr>
</tbody>
</table>
(d) Commercial 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 major deviation/stipulation shall be taken by the Bidders.

(e) Evaluated Bid Price

In evaluating the Bids, the Employer 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 errors pursuant to Sub-Clause 24.2 hereof.
(ii) excluding Provisional Sums, if any, but including priced Daywork.
(iii) making an appropriate adjustment for any other acceptable variation or deviation.

The evaluation of proposal would be done by financial analysis method taking into account the following:

(i) EPC Bid Price
(ii) Terms and Conditions of Supplier/Buyer credit

26.3 Evaluation Methods

26.3.1 Pursuant to Sub-Clause 26.2, Para (e)(iii) following evaluation methods for price adjustments will be followed in the financial evaluation of EPC Bid Price:

(a) Price Adjustment for Completeness in Scope of Work
(b) Price Adjustment for Technical Compliance
(c) Price Adjustment for Commercial Compliance
(d) Price Adjustment for Deviations in Terms of Payment
(e) Price Adjustment for Completion Schedule

(i) Price Adjustment for Completeness in Scope of Work

In case of omission in the scope of work of a quoted item, no price adjustment for the omitted item(s) shall be applied provided that the Bidder has mentioned in his Bid that the same is covered in any other item.

The price adjustment shall not justify any additional payment by the Employer. The price(s) of omitted item(s) shall be deemed covered by other prices of the Schedule of Prices.

(ii) Price Adjustment for Technical Compliance

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 average 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 Employer.

(iii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable acceptable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be based on Corrected Total Bid Prices.
(iv) Price Adjustment for Deviation 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 Employer, mark-up earned for any earlier payments involved in the same obtained in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the mark-up rate of LIBOR+1% for foreign currency component and KIBOR+3% for local currency component per annum and shall be added to the Corrected Total Bid Price for comparison purposes only.

(v) Price Adjustment for Completion Schedule

Bids indicating completion in advance of the dates stated in Contract Data Sheet, no credit will be given in this evaluation.

Bids indicating completion period later than the period set out in Contract Data Sheet shall be adjusted in the evaluation by adding a factor of 0.05% of the Corrected Total Bid Price for each calendar day of completion later than specified period of the completion.

Bids indicating completion beyond 180 days later than the dates set out in Contract Data Sheet shall not be considered and rejected as non-responsive.

26.3.2 The evaluation of proposal would be done by financial analysis method taking into account the following:

(i) EPC Bid Price
(ii) Terms and Conditions of Supplier/Buyer Credit

Terms and Conditions of Supplier/Buyer Credit shall be analyzed by considering non-Credit portion of EPC price, Credit amount of EPC price, annual interest rate, repayment period, Grace period and other with a view to comparing different nature of credit proposal (Supplier/Buyer).

The bidder having the most economical Financial Package (EPC Bid Price and Terms and Conditions of Supplier’s/Buyer’s Credit) will be adjudged the lowest bidder.

26.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer’s estimate of the cost of work to be performed under the Contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Schedule of Prices to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause 18.34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

IB.27. Domestic Preference

27.1 In the comparison of evaluated Bids, the Goods manufactured in Pakistan, will be granted a margin of preference in accordance with the following procedures, provided the Bidder shall have established to the satisfaction of Employer that the manufacturing cost of such Goods includes a domestic value addition equal to at least 40% of the ex-factory Bid price of such Goods. Bidders applying for domestic preference shall fill in Appendix C to these Instructions to substantiate their claim.

27.2 The Employer/Employer will first review the Bids to determine, the Bid group classification in accordance with Sub-Clause 10.2 hereof.

27.3 The comparison shall be ex-factory price of the Goods to be offered from within Pakistan (such prices to include all costs as well as custom duties and taxes paid or payable on raw materials and
components incorporated or to be incorporated in the Goods) and the D/D + Customs duty, sales tax and other import charges) Pakistan seaport price of the Goods to be offered from outside Pakistan.

27.4 The lowest evaluated Bid of each Group shall first be determined by comparing all evaluated Bids in each Group among themselves taking into account:

(a) In the case of Goods manufactured in Pakistan, sales tax, local body charges and other similar taxes which will be payable on the furnished Goods in Pakistan.

(b) In the case of Goods of foreign origin offered from abroad, customs duties, sales tax and other import charges which will be payable on furnished Goods in Pakistan.

(c) In the case of Goods of foreign origin already located in Pakistan, customs duty, sales tax and import charges on CIF price as applicable for Sub-Clause 27.4(b) here above.

27.5 The price preference to Group A bids will be:

(i) 15% of the ex-factory bid price, if the value addition through indigenous manufacturing is at least 20%;

(ii) 20% of the ex-factory bid price, if the value addition through indigenous manufacturing is over 20% and up to 30%; and

(iii) 25% of the ex-factory bid price, if the value addition through indigenous manufacturing is over 30%.

27.6 The applicable price preference i.e., as per Sub-Clause 27.5 here above will be applied to Group A Bid by reducing the ex-factory bid price.

27.7 The computation for the purpose of domestic preference under Sub-Clause IB 10.2 and Clause IB 27 and award of contract shall subject to change, if any, as per policy of the Federal Government as applicable on the date of bid opening.

IB.28 Process to be Confidential

28.1 Subject to Clause 23 heretofore, no Bidder shall contact Employer 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 Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract.

28.2 Any effort by a Bidder to influence Employer 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 the procurement process.

(F) AWARD OF CONTRACT

IB.29. Post-Qualification

29.1 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder’s capacities, may require the bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already qualified or not:

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

29.2 The determination will take into account the Bidder’s financial, technical and production
capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualification submitted under Appendix B to Instructions to Bidders "Evidence of Bidder's Capability" by the Bidder pursuant to Clause IB.13, as well as such other information as required under the Bidding Documents.

29.3 An affirmative determination will be a pre-requisite for award of the Contract to the lowest evaluated Bidder. A negative determination will result in rejection of that Bidder's Bid in which event, Employer will proceed to undertake a similar determination of the next lowest evaluated Bidder's capabilities to perform the Contract satisfactorily.

IB.30 Award Criteria

30.1 Subject to Clause IB.32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the most economical financial proposal, provided that such Bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.29.

IB.31 Employer's Right to Vary Quantities

31.1 Employer reserves the right at the time of award of Contract to increase or decrease by up to 15% the quantity of Work contained in the Schedule of Prices without any change in the unit price or other terms and conditions.

IB.32 Employer's Right to Accept any Bid and to Reject any or all Bids

32.1 Notwithstanding Clause IB.30, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Employer's action except that the grounds for its rejection 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.

32.2 No negotiation with the Bidder having been evaluated as lowest responsive or any other Bidder shall be permitted. However, the Employer may have clarification meeting(s) to get clarified any item(s) in the Bid evaluation report. Prior to finalization of evaluation of Bids, the lowest evaluated responsive Bidder may be asked for a presentation regarding his proposal. These meetings must be attended by the Bidder and its engineers/consultants. The main purpose of the meeting will be to allow the Employer to seek clarification on any technical and financial package of the bid.

IB.33 Notification of Award

33.1 Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the design, execution and completion of the Works/facility by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

33.2 The Letter of Acceptance and its acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.

33.3 Upon furnishing by the successful Bidder of a Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid securities.
IB.34 Performance Security

34.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of twenty eight (28) days after the receipt of Letter of Acceptance.

34.2 Failure of the successful Bidder to comply with the requirements of Sub-Clauses IB.34.1, IB.35 or Clause IB.44 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.35 Signing of Contract Agreement

35.1 Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send to the successful Bidder the Form of Contract Agreement provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and return it to the Employer.

35.2 The formal Agreement between the Employer and the successful Bidder shall be executed within fourteen (14) days of the receipt of such Form of Contract Agreement by the successful Bidder from the Employer.

(G) ADDITIONAL INSTRUCTIONS

IB.36 Instructions not Part of Contract

36.1 Bids shall be prepared and submitted in accordance with the above Instructions to Bidders including Additional 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 Contract Documents

37.1 The Documents which will be included in the Contract are listed in the Form of Contract Agreement set out in these Bidding Documents.

IB.38 Sufficiency of Bid

38.1 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. Except insofar as it is otherwise expressly provided in the Contract, the rates and prices entered in the Schedule of Price shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works/facility.

IB.39 One Bid per Bidder

39.1 Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified and Bids submitted by him shall not be considered for evaluation and award.

IB.40 Bidder to inform himself

40.1 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/facility. This shall include but not be limited to the following:

(a) inquiries on Pakistani Income Tax to the Commissioner of the Income Tax and Sales Tax
(b) inquiries on customs duties and other import taxes, to the concerned authorities of Customs and Excise Department.
(c) information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
(d) investigations regarding transport conditions and the probable conditions which will exist at the time the Plant will be actually transported.

IB.41 Alternate Proposals by Bidder

41.1 Should any Bidder consider that he can offer any advantage to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his Bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.

41.2 Alternate Proposal(s), if any, of the lowest evaluated responsive Bidder only may be considered by the Employer as the basis for the award of Contract to such Bidder.

IB.42 Site Visit and Local Conditions

42.1 Bidder must verify and supplement by his own investigations the information about site and local conditions. However, Employer will assist the Bidder wherever practicable and possible.

42.2 All Bidders are required to visit the site at their own expense to review the area required for the execution and completion of the Work and other related information, if any. Bidders may also wish to study local conditions, available facilities, communications, craft wages, roads and other transport facilities. Bidders shall also acquaint themselves with the relevant laws, rules, and regulations of Pakistan.

42.3 The Bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

IB.43 Pre-Bid Meeting

43.1 Pre-bid meeting will be held on 4th May 2016 at 1100 hours at NHA Auditorium located at 27-Mauve Area, G-9/1, Islamabad.
All prospective Bidders or their authorized representatives shall be invited to attend such a Pre-Bid meeting.

IB.44 Integrity Pact

44.1 The Bidder shall sign and stamp the Integrity Pact provided in Schedule-J 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 Bid non-responsive.

IB.45 General Performance of the Bidders

45.1 The Employer reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts/works (Schedule-I to bid). The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously
awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council. Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

(H) APPENDICES

The Appendices to ITB are as given below:

- Appendix-A: Name of Eligible Countries
- Appendix-B: Evidence of Bidder's Capabilities
- Appendix-C: Domestic Goods (value added in Pakistan)

Appendices are given here below:
NAME OF ELIGIBLE COUNTRIES

All countries of the World with whom Islamic Republic of Pakistan has commercial relations.
EVIDENCE OF BIDDER'S CAPABILITY

Note: Bidders to provide the following information with the Bid separately and indicate herein its references where this information is available.

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Information to be Supplied</th>
<th>Bid References</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Bidder, business address and country of incorporation.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Type of firm whether individually owned, partnership, corporation or joint venture and the names of its owners or partners.</td>
<td></td>
</tr>
<tr>
<td>3. (a)</td>
<td>The annual reports giving general description of the firm, sort of business carried out, balance sheets, profit and loss statements, turn over and business done by the firm, duly authenticated, for the last three (3) years. Audited Balance Sheets for the preceding three (3) years and projected assets and liabilities for the next two (2) years shall be provided.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i. Total value of works in hand on bid opening/preparation date.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii. Total value of works completed in last three years.</td>
<td></td>
</tr>
<tr>
<td>4. (a)</td>
<td>Has completed at least one (1) highway Contract of similar nature with a minimum value of US$ 190 Million during the last seven years. (Schedule-I to bid)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Design capacity to undertake the project i.e. the experience of designing of highways and bridges.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Reference lists of similar works done by the Bidder in its country and abroad indicating the name of customer, description and quantity of product, year of supply and the approximate value. This is an important consideration and should be filled in with full details (attach separate sheet if needed)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Details of projects under execution and future contractual commitments (for each partner, in case of a joint venture).</td>
<td></td>
</tr>
<tr>
<td>7. (a)</td>
<td>Banking reference, names of banks and address may be given to whom reference regarding financial capability of the Bidder may be made,</td>
<td></td>
</tr>
</tbody>
</table>
with authority to make inquiries from the Bidder's bankers and clients regarding any financial and technical aspects (for each partner, in case of a joint venture).

(b) Detail of OD limit allowed to the firm by the bank for the business including amount and its validity period.

8. Health, Safety and emergency plan as well as Risk Management plan for the project.

9. Detailed/ Integrated work plan along with methodology to complete the assignment.

10. Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder over the last ten (10) years. The information shall indicate the parties concerned, the matter of dispute, the disputed amounts and the result thereof (for each partner, in case of a joint venture).
ADDENDUM NO. 1

IMPROVEMENT, UPGRADE AND WIDENING OF JAGLOT - SKARDU ROAD ON SUPPLIER / BUYER CREDIT BASIS

The following changes have been made in the Request for Proposal (RFP), under this Addendum No. 1, which shall be read and construed as an integral part of the Request for Proposal and shall take precedence in case of any conflict / ambiguities in this Addendum No. 1 and other provisions of the Request for Proposal.

1. TIME FOR COMPLETION:

Refer Request for Proposal (RFP):

(i) Page-6 of Instructions to Bidders and Appendices, IB.1, 1st paragraph under the heading “Construction Works Items”, 2nd line.
(ii) Page-61 of Schedule-K to Bid of Letter of Technical Bid & Schedules to Bid,
(iii) Page-97 of Contract Data Sheet, Sub-Clause 1.1.3.3,

"48 months" be replaced with "36 months".

2. INSTRUCTIONS TO BIDDERS AND APPENDICES:

(i) Refer page-14 of RFP, IB.17.4 and IB.18.1(a), first line of each:

"Three (03) Copies" be replaced with "One (01) Copies".

(ii) Refer page-14 of RFP, add following paragraph at the end of IB.18.1(a):

"All bidders are required to make part of envelope containing Technical Proposal a duly signed and stamped copy of issued RFP / Bidding Documents by NHA and all addendums. National Highway Authority may declare such bid non-responsive which is not accompanying the stated documents."

(iii) Refer page-14 of RFP, IB.18.3, stands deleted and replaced with the following:

"The Bid shall be delivered in person."

(iv) Refer page-23 of RFP, add following paragraph under IB.39: One Bid Per Bidder:

"39.2 All prospective bidders are informed that parent company with its subsidiary(ies) and two or more subsidiaries of same parent company are not allowed to participate in this bidding process at a time (simultaneously). If such fact is noticed by Employer during bidding process then both or all such firms shall be declared disqualified in the process. If any bidder having conflict of interest as explained above somehow wins the project then its contract will be terminated and necessary legal action may be initiated against such contractor."

Improvement, Upgradation and Widening of Jaglot - Skardu Road on Supplier / Buyer Credit Basis
3. **SCOPE OF WORK:**

Refer pages-120 & 121 of RFP, both the referred pages stands deleted in entirety.

4. **THE EMPLOYER'S REQUIREMENTS:**

Refer pages-126, 127, 133, 134 & 137 have been deleted and replaced with the revised pages attached at "Annex-I, II, III, IV & V", respectively.

5. **SPECIFICATIONS:**

Following Specifications attached at "Annex-VI" be added / inserted after the page-145 of RFP:

(ii) Supplementary Specifications.

6. Other terms and conditions shall remain same.