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

<table>
<thead>
<tr>
<th></th>
<th>Name of Procuring Agency:</th>
<th>National Highway Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Method of Procurement:</td>
<td>Single Stage Two Envelope Procedure preceded with Prequalification exercise</td>
</tr>
<tr>
<td>4.</td>
<td>Tender Inquiry No.:</td>
<td>2(451-03)/GM(P&amp;CA)/NHA/2015/</td>
</tr>
<tr>
<td>5.</td>
<td>PPRA Ref. No. (TSE):</td>
<td>TS236764E</td>
</tr>
<tr>
<td>6.</td>
<td>Date &amp; Time of Bid Closing:</td>
<td>Bid Closing: 10th August 2015 at 1130 hours local time</td>
</tr>
<tr>
<td>7.</td>
<td>Date and Time of Bid Opening (local time):</td>
<td>Technical Bids Opened on 10th August 2015 at 1130 hours and Financial Bids opened on 24th August 2015 at 1200 hours.</td>
</tr>
<tr>
<td>8.</td>
<td>No. of Bids Received:</td>
<td>Four (04)</td>
</tr>
<tr>
<td>10.</td>
<td>Details of Bid(s) Evaluation:</td>
<td>As below</td>
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</tbody>
</table>

<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 China Railway 20 Bureau Group Corporation as M/s CR20G-ZKB KLM JV</td>
<td>Qualified</td>
<td>Price Bid opened</td>
<td>148,654,427,238</td>
<td>1st Ranked</td>
</tr>
<tr>
<td>M/s Metallurgical Corporation of China Limited as M/s MCC-Matracon (JV)</td>
<td>Qualified</td>
<td>Price Bid opened</td>
<td>162,404,827,099</td>
<td>2nd Ranked</td>
</tr>
<tr>
<td>M/s China Railway Group Ltd. as M/s CREC-SKB(JV)</td>
<td>Qualified</td>
<td>Price Bid opened</td>
<td>175,425,744,329</td>
<td>3rd Ranked</td>
</tr>
<tr>
<td>M/s China State Construction Engineering Corporation Ltd. as M/s CSCEC-Sachal (JV)</td>
<td>Qualified</td>
<td>Price Bid opened</td>
<td>232,344,993,581</td>
<td>4th Ranked</td>
</tr>
</tbody>
</table>

**Lowest Evaluated Bidder:** M/s China Railway 20 Bureau Group Corporation as M/s CR20G-ZKB KLM JV (Evaluated Bid Price of Rs. 148,654,427,238).

11. **Any other additional / supporting information, the procuring agency may like to share:**  
Type of Contract: EPC.

*Signature:*

*Official Stamp:*

*Standard Bidding Documents (SBD)*
CRITERIA FOR BID EVALUATION

ENGINEERING, PROCUREMENT & CONSTRUCTION OF KARACHI LAHORE MOTORWAY (KLM): ABDUL HAKEEM – LAHORE SECTION (230 KM) ON EPC/TURNTKEY 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 basis using Single Stage Two Envelopes Bidding Procedure for the scope of work which includes, but shall not be limited to the project of Construction of Karachi - Lahore Motorway (KLM), Abdul Hakeem - Lahore Section located in Pakistan. The Works to be executed under this Contract comprise of Design preparation and its review, construction and maintenance on EPC/ Turnkey basis. Section Abdul Hakeem (near Khanewal) and Lahore (230 KM approximately) is under consideration in this document for bidding purposes on EPC Basis. Accordingly, 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 and shall assume full responsibility for the soundness, correctness and safety of the design. Its present alignment has already some sort of access from local Provincial Roads and can be further studied by the bidder in this respect.

The key design features of the Project are given in the documents listed under Employer's Requirement and other sections of the document which the Bidder has to check and review and correct after visiting site and accordingly prepare preliminary design and submit his bid.

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 may include but not limited to following:

- Site clearance and top soil stripping
- Earthwork
- Demolish and removal of substandard structures and vented Causeways if any

Construction of Karachi-Lahore Motorway: Abdul Hakeem - Lahore Section (230 Km)
- Construction of Bridges
- Construction of Culverts
- Construction of Cattle Creeps and Underpasses
- Construction of Minor and Major Drainage and Erosion works
- Construction of Road furniture (included but not limited to pavement marking, sign boards, gantries or as approved by the Employer while approving the design)
- Construction of any other operation ancillary to the main works
- Construction of service areas, rest areas, toll plazas, weigh stations.
- Provision of intelligent transport system, landscaping and horticulture.
- And other necessary works to meet the Employer's requirement
- Keep traffic moving with safety and maximum comfort to road users during construction.

Maintenance and Defect Liability Period:

Maintenance requirement has been provided in detail in the Employer's Requirement.

A detailed scope of work has been described elsewhere in these documents. The successful Bidder will be expected to complete the Works within the stipulated period of 30 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 1B.24.

1.2 Source of Funds

The project will be financed by the Federal Government. The project will be implemented through the Public Sector Development Programme.

1B.2 Eligible Bidders

2.1 Bidding is open to all pre-qualified firms and conditionally opened for provisionally pre-qualified firms meeting the following requirements:

a) Duly licensed by the Pakistan Engineering Council (PEC) in Category C-A with specialization in CE-01, CE-02 & CE-10 for the year 2015. A foreign prequalified firm is entitled to bid only in a joint venture with a Pakistani constructor in accordance with the relevant provision of PEC bye-laws. In case of joint venture with foreign firm, project specific certification of PEC is also required. If such joint venture could not submit the requisite PEC project specific certificate before the latest deadline for bid submission, such bidder(s) shall provide original cash receipt along with copy of application submitted to PEC for issuance of said license along with his Technical Bid. Evaluation of technical bids of such bidder(s) shall be done conditionally subject to provisions of PEC Specific Project License. In case of non submission of PEC Project Specific license prior to opening of financial bids, Employer may disqualify the respective bidder(s).

b) Foreign Bidders from eligible countries as per Appendix 'A' to Instructions to Bidders.

c) Any incorrect information provided at any stage is liable for rejection and necessary action as deemed necessary at any time at pre-award and post-award stages.

Construction of Karachi-Lahore Motorway: Abdul Hakeem - Lahore Section (230 Km)
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 and all expenditures made under the Contract will be limited as per 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 Goods or Services are supplied. Goods are produced when, through a process or substantial and major assembling of components, a commercially recognized product results that is substantially 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 Programme of Works

(v) Schedule E: Work to be Performed by Subcontractors

(vi) Schedule F: Deviations from Technical Provisions (such as conceptual / preliminary design and Employer’s requirement) & Contractual Provisions in COC Part-II etc.

(vii) Schedule G: Specific Operation/Plant and Equipment Details

(viii) Schedule H: JV Agreement

(ix) Schedule I: Past Performance and Present Commitments

(x) Schedule J: Integrity Pact

3. Letter of Price Bid & Schedules to Bid

Schedules to Bid are the following:

Construction of Karachi-Lahore Motorway: Abdul Hakeem - Lahore Section (230 Km)
(i) Schedule K: Estimated Progress Payments
(ii) Schedule L: Lump Sum Cost Breakup for Major Cost Items
(iii) Schedule M: Detail of Expenditure (Foreign currency component)
(iv) Schedule of Prices and Schedule of Payments (Section V)

4. Special Stipulations
5. General Conditions of Contract (GCC)
6. Particular Conditions of Contract (PCC)
7. The Employer's Requirement including Scope of Work & Concept / Preliminary Design
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

9. Specifications including Special Provisions and Supplementary Specifications from SS-1 to SS-29. These provisions are not payable separately but its costs are deemed to be included in the overheads provision of total contract price quoted by the bidder.

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 IB.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 Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing, through email or by fax at the address as provided under “Invitation for Bids”. Employer will examine the request for clarification of the Bidding Documents which it receives not later than two days before the Pre-Bid Meeting and if needed will issue the clarification / amendment of the Bidding Documents to all the prequalified bidders and will upload the same on NHA website www.nha.gov.pk before the date of submission of bids. It is expected that bidders will thoroughly study the bidding documents and come up with all their points / non-clarities etc. maximum upto pre-bid meeting stage.

Employer's Address: General Manager (P&CA), NHA
28-Mauve Area, G-9/1, Islamabad, Pakistan.
Phone: +92-51-9032727, Fax: +92-51-9260419
Email: gmpca.nha@gmail.com

Construction of Karachi-Lahore Motorway: Abdul Hakeem - Lahore Section (230 Km)
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. 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. The information / documents in non-English language without authentic translation and notarization shall not be considered for evaluation.

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 M) 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 and IB 19.1.

(g) Joint Venture Agreement, a foreign Bidder is entitled to bid only in a joint venture with a Pakistani constructor(s) in accordance with the provisions of relevant PEC bye-laws.

(h) 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).

Construction of Karachi-Lahore Motorway: Abdul Hakeem - Lahore Section (230 Km)
(i) 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.

(j) 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 shall also be filled in to substantiate claim for domestic preference.

(k) Any other documents prescribed in Particular Conditions of Contract or Technical Provisions to be submitted with the Bid such as compliance with checklist attached with Invitation to Bid.

(l) The bidders are required to submit the tentative construction plan for all four (04) sections and commencing work simultaneously on all sections with independent resource management, camp offices, surveys and detailed design work. The design team of the bidder needs to be particularly highlighted. The deliverables for the design work in each section to be assessed and dealt with accordingly.

(m) The bidders are required to submit methodology to be adopted for overall quality control by bidder with reference to specification and standards given in Employer's requirement, traffic management and work safety plans.

**IB.10 Letters of Bids and Schedules**

10.1 The Bidder shall complete, sign and seal the Letters of Bids, Schedules (A to M, 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 the groups as follows subject to change, if any, as per policy of the Federal Government at the time of bid opening:

(a) **Group ‘A’ Bid.** (i) For Goods for which 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 manufacturing cost is less than 20% of the ex-factory bid price;

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

For evaluating their bids, the Bidders, whether local or foreign, shall enter in the Schedule of Prices, ex-factory price for indigenously manufactured products, CIF price as well as customs duty and sales tax and other import charges or 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 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 in amount for all items of the Works described in the Schedule of Prices. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and 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 M 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 rate 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 Pak Rupees but the bidder has to indicate his requirement of foreign exchange currency requirement in Schedule M to Bid so as to compensate for material/plant to be imported.

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.

Construction of Karachi-Lahore Motorway: Abdul Hakeem - Lahore Section (230 Km)
13.4 (a) Bidder must possess and provide evidence of the following experience:

i. The prequalification data / documents / clarifications provided earlier by the PQ Applicants needs to be re-submitted with Technical Bid (Minimum requirements are Power of Attorney, Similar/Specific Experience along with 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, 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.

ii. Design capacity of bidder / JV partner, 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 accompany each Bid.

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.

Bidder 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 and Cash Flow in the last three years equal to or more than minimum threshold mentioned in 18.26. Audit Reports / Financial Statement for the last three (03) years must be provided with the documents. Line of Credit should be project specific and valid for minimum one year from the date of bid opening.

13.5 Joint Venture

In order for a Joint Venture to qualify:

(a) At least one of the partners shall satisfy the relevant experience criteria specified above.

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

(c) 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 (f) below as well as in the Form of Bid and Form of Contract Agreement (in case of a successful Bidder).

(d) 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.

(e) 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.

(f) 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.

(g) 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 their merit, the equipment or goods of not more than three (3) Manufacturers. The Employer's jurisdiction 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 Bid 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 from 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 essential technical and performance characteristics.

(b) Complete set of technical specification, description data, literature and drawings as required in accordance with Schedule A to Bid, Specific Works Data. Drawings and data furnished must be in sufficient detail and clarity to permit the Employer to comply 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.

Construction of Karachi-Lahore Motorway: Abdul Hakeem - Lahore Section (230 Km)
(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 Client and Service's substantial responsiveness to those Specifications, 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, 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 satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Provisions.

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 Rs. 500 Million in Pak Rupees or an equivalent amount in any freely convertible currency. In case of joint venture, bid security shall be submitted with name of proposed JV accordingly.

15.2 The Bid Security shall be, at the option of the Bidder, in the form of a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan 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 18.24.

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 18.35.

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.

Construction of Karachi-Lahore Motorway: Abdul Hakeem - LHR (770 Km)
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.

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 M) 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 (01) Original and two (02) 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. In addition, soft copy of the bidding document complete in all respect is also to be provided in CDs.

17.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed and stamped 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. Each page of documents must be signed and stamped by legally authorized representative of the firm / JV. For the said purpose, Power of Attorney shall be on judicial stamp paper with original signatures (scanned and electronic signatures would not be acceptable).

- Complete signatures, initials and other personal details of the attorney should be provided on Power of Attorney.
- Principal (issuing authority of power of attorney) shall provide the legal documents establishing his authority to sign power of attorney on behalf of company / JV.
- Documents not duly signed and stamped shall not be considered for evaluation purpose.
- Power of Attorney shall be authenticated from the foreign offices of applicants in the country of origin duly counter attested by Embassy of Pakistan

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 two 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 COPY 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.

(c) In case the bidder want to submit a completely new alternative as per ITB 41 with his own design approach and own field collected data, he may submit a separate sealed envelope containing Technical and Financial Proposals (three copies) for consideration of the Employer.

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 by authorized representative at the address to Employer as mentioned in relevant clause of this document.

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) Bid will be submitted by a person duly authorized to submit it, having a written power of attorney. Bids must be received by the Employer at the following address on 27th July 2015 upto 1130 hours:

Employer’s Address: NHA Auditorium, Head Quarter, 28-Mauve Area G-9/1, Islamabad, Pakistan.

(b) Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person.

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 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 in person.

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 relevant clause of this document. 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 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, 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 Lumpsum 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 Non-binding BOQ, the discount shown on the Priced Non-Binding 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.

22.5 The alternative offer, if submitted by bidder as per IB 18.1(c), this will be opened only in case of lowest evaluated bidder in the light of provisions in IB 41.

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) If all data as per Bidder's own Checklist have been provided?

(b) the Employer will examine the Bids to determine whether;

(i) the Bid is complete and does not deviate from the scope, including re-submission of Prequalification date as per IB 13.4.
(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 and duly filled in K, L & M components as per IB-9.

(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 I8.17.3.

(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 arithmetical correction,

(vii) It is materially and substantially different from the Conditions/Specifications of the Bidding Documents depending on the material deviations made.

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 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 I8.26 the 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 affects 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/adoptions 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 at the exchange rate prevailing at the time of bid opening. The conversion rate is quoted, to Pak Rupees at the time of bid opening. For this purpose, a (Treasury) composite selling exchange rate published by the State Bank of Pakistan and applicable to similar transactions on the date of bid opening.

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 for 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 including importation, if any, required.

(ii) The Criteria for technical bid evaluation is summarily described as follows:

<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Description</th>
<th>Marks Allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Preliminary design forming basis of the bid</td>
<td>20</td>
</tr>
<tr>
<td>(ii)</td>
<td>Work plan and cash flow aspects with details of machinery available and/or intended to be purchased to see adequacy of the arrangements made.</td>
<td>15</td>
</tr>
<tr>
<td>(iii)</td>
<td>Work methodology and construction plan to ensure completion of works within stipulated time. If the bidder has planned to start work on all four sections simultaneously? How it is validated in its technical proposal.</td>
<td>25</td>
</tr>
<tr>
<td>(iv)</td>
<td>Quality control and assurance mechanism proposed by the bidder</td>
<td>15</td>
</tr>
<tr>
<td>(v)</td>
<td>Key proposed personnel and design team setup</td>
<td>15</td>
</tr>
<tr>
<td>(vi)</td>
<td>Presentation on above aspects to clarify and answer questions raised by evaluators / NHA team</td>
<td>10</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

The Bidder having achieved 70% marks or more shall be considered "Pass" and only such case shall be processed / considered for next stage i.e., financial bids opening.
The presentation on above shall be arranged to clarify any matter or aspect in construction and design services to be provided as per bid under examination and is intended to seek clarification / answers to the questions raised by evaluators / client team to re-verify / confirm the provision made.

(iii) The criteria for prequalification has already been submitted by prequalified bidders but the notarization was carried out through private resources and now it is intended to have proper notarization / translation carried out by the concerned foreign office and countersigned by Pakistan Embassy there and submit it in original.

(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 Day work.
(iii) making an appropriate adjustment for any other acceptable variation or deviation.

26.3 Evaluation Methods

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 another 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 such deviation is considered acceptable to the Employer, mark-up shall be applied on the earlier payments involved in the terms outlined in the Conditions of Contract and not to those stipulated in the Conditions of Contract at a mark-up rate of LIBOR+1% for foreign currencies 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 Instruction to Bidders, no credit will be given in this evaluation.

Bids indicating completion period later than the period set out in Instruction to Bidders 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 Instruction to Bidders shall not be considered and rejected as non-responsive.

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 20% of the ex-factory Bid price of such Goods.

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

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

27.4 The lowest evaluated Bid of each Group shall be determined by comparing all evaluated Bids in each Group among them, 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 port charges on CIF price as applicable for Sub-Clause 27.4(b) here above.

27.5 The price preference for 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 applicable to Group A Bid by reducing the ex-factory bid price.

27.7 Computation for the purpose of domestic preference under Sub-Clause 10.2 and Clause 10.27 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.
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 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 and has to be 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 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.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 in 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 Form of Contract Agreement (Performance Security) 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 Instructions which are provided to assist Bidders in preparing their Bids, but do not constitute part of the Bid or the Contract Documents.
18.37 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.

18.38 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/milestone payments 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 including all indirect costs resulting from Supplementary Specification special and provisions included in the bid document.

18.39 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.

18.40 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.

(e) EPA regulation.

18.41 Alternate Proposals by Bidder (in case of completely new design proposed 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.

Construction of Karachi-Lahore Motorway: Abdul Hakeem - Lahore Section

[Signature]
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.

II.B.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. Site visit arranged on 24th & 25th June 2015.

42.2 All Bidders are required to visit the site at their own expense to review the areas 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.

II.B.43 Pre-Bid Meeting

43.1 Pre-bid meeting will be held on 18th June 2015 at 1100 hours at NHA Auditorium located at 28-Mouve Area, G-9/1, Islamabad. All Bidders invited or their authorized representatives may attend such a Pre-Bid meeting. Employer will examine the request for clarification of the Bidding Documents which it receives not later than two days before the Pre-Bid Meeting and if needed will issue the clarification/amendment of the Bidding Documents to all the prequalified bidders and will upload the same on NHA website www.nha.gov.pk before the date of submission of bids. It is expected that bidders will thoroughly study the bidding documents and come up with all their points / non-clarities etc. maximum upto pre-bid meeting stage.

II.B.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.

II.B.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-1 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.

Construction of Karachi-Lahore Motorway: Abdul Hakeem - Lahore Section (230 Km)
It may further be noted that any fraudulent / false information provided in documents by bidders may result in appropriate action including cancellation of contract at any stage during and after award of the work.

**IB.46 Bidding Procedure**

46.1 Procedure of opening Competitive Bidding for the Scope of Bid as defined in clause IB.1 shall be based on Single Stage Two Envelope Bidding Procedure as per Rule 36 (c) of Public Procurement Rules 2004 issued by Public Procurement Regulatory Authority (PPRA), Government of Pakistan.

**(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: Checklist for Submissions to be made with the Bid

Appendices are given here below: