

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

**CONTRACT AWARD PROFORMA - I
(As Per Rule 47 of PP Rules, 2004)**

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods.

- NAME OF THE ORGANIZATION/DEPTT. FGIHA
- FEDERAL / PROVINCIAL GOVT. Federal
- TITLE OF CONTRACT Infrastructure Development works G-15/3, Isl
- TENDER NUMBER 437061E
- BRIEF DESCRIPTION OF CONTRACT Development of Infrastructure
(roads, Sewerage, Elect, etc) for sub sectors G-15/3
Islamabad (Phase-I).
- TENDER VALUE 806,205,569 Rupees
- ENGINEER'S ESTIMATE 1,063,712,719 Rupees
(for civil Works only)
- ESTIMATED COMPLETION PERIOD One Year
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL
PROCUREMENT PLAN? _____ Yes / No
- ADVERTISEMENT :
 - (i) PPRA Website 437061E Yes / No
(Federal Agencies) (If yes give date and PPRA's tender number)
 - (ii) News Papers Express, Dawn Yes /
No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 21-12-20 (11:30 am)
- NATURE OF PURCHASE Local Local / International
- EXTENSION IN DUE DATE (if any) 11-12-20 to 21-12-20 Yes / No

1 fgeha 27/12 - 0

-: 2 :-

➤ NUMBER OF TENDER DOCUMENTS SOLD 36
(Attach list of Buyers)

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No
(If yes enclose a copy).

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No
(If yes enclose a copy).

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. SSTE
- c) TWO STAGE BIDDING PROCEDURE. _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)

- WHO IS THE APPROVING AUTHORITY DG, FGEHA

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.

➤ NUMBER OF BIDS RECEIVED 06

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes / No

➤ WHETHER INTEGRITY PACT WAS SIGNED _____ Yes / No

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)
(As Per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods.

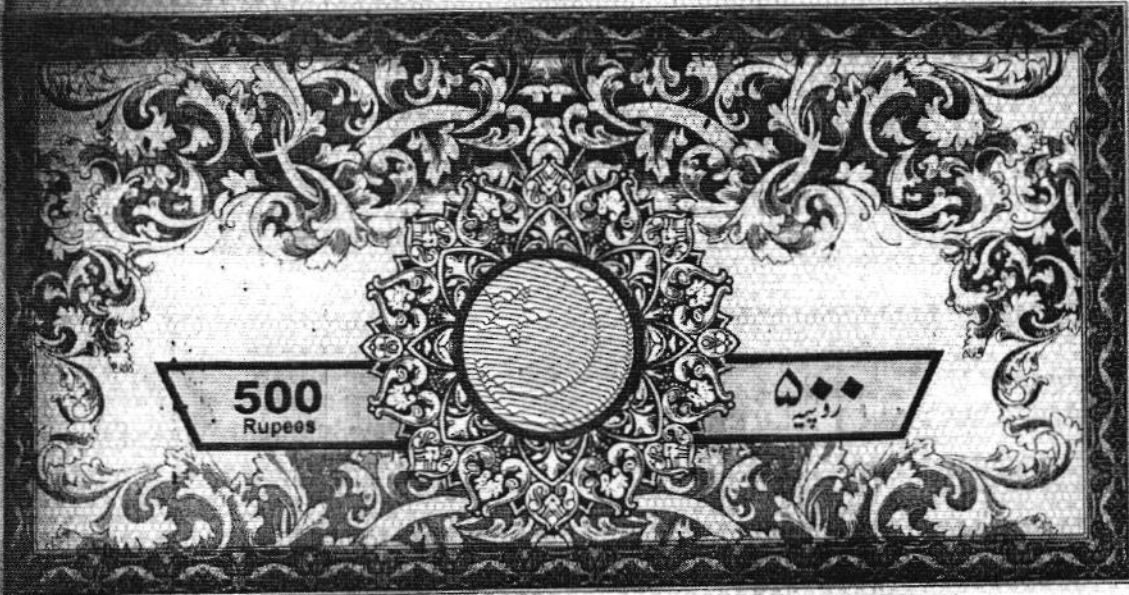
- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 06
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s MSK International, 2nd Floor Hassan Arcade F-11, Islamabad
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID).
Lowest Evaluated bidder (Most advantageous)
- NEED ANALYSIS (Why the procurement was necessary?) For Development of sub sector G-15/3 and provide residential facilities to allottees/affectees
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) the clarification on queries by prospective bidder were made during pre bid meeting following which extension in response time was made.

-: 2 :-

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS _____ Yes / No ✓
- DATE OF CONTRACT SIGNING 2-6-21
(Attach a copy of agreement)
- CONTRACT AWARD PRICE 614,535,661 Rupees
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS _____ Yes / No ✓
(Attach copy of the bid evaluation report)
- ANY COMPLAINTS RECEIVED _____ Yes / No ✓
(If yes result thereof)

- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS _____ Yes / No ✓
(If yes give details)
- DEVIATION FROM QUALIFICATION CRITERIA _____ Yes / No ✓
(If yes give details)

- SPECIAL CONDITIONS, IF Any
(Give Brief Description)



CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made the 2nd day of June (month), 2021 between Federal Government Employees Housing Authority (GEHA), Islamabad (hereafter called the "Employer" which expression shall include the successors, legal representatives and permitted assignees) of the one part and M/S MSK International (hereafter called the "Contractor" which expression shall include the successors, legal representative and permitted assignees) of the other part.

WHEREAS the Employer is desirous that certain Works, viz Infrastructure Development Works for sub-sector G-15/3, Islamabad (Phase-I) should be executed by the Contractor and has accepted Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this agreement witnesseth as follows:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.

The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) The Contract Agreement;
- (b) The Letter of Acceptance;
- (c) The Completed Form of Bid;
- (d) Special Stipulations (Appendix-A to Bid);
- (e) The Particular Conditions of Contract - Part II;
- (f) The General Conditions of Contract - Part-I;
- (g) Special Provisions;
- (h) The Completed Appendices to Bid (B to O), (excluding Appendix-D to Bid);
- (i) The Drawings;
- (j) The Specifications, Technical Provisions;
- (k) The Estimates; (Appendix-D to Bid);
- (L) The Addenda Nos. _____ dated _____ issued by the Employer/ Engineer;
- (M) Performance Security;
- (N) Any Other Documents (if any) forming part of Bidding Documents



24 FEB 2020

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

163-

S.L. 109

Rs.500/-

Dated: 24-02-2021

M/S MSK International

Muhammad Shoaib Khan having CNIC NO. 11201-7154701-1, R/O House 22, Street #3-C, Sector F-10/2, Islamabad.

FOR CONTRACT AGREEMENT (Infrastructure Development Works for sub-sector G-15/3, Islamabad (Phase-I), FGEHA G-10/4, Islamabad)



Shoaib

Rashid Younas
Stamp Vendor
Licence No. 353/DRA/2017
Golra Road, G-11-2, Islamabad
Ph: +92 302 5034001

24 FEB 2020



The Employ completion as may be prescribed b

WITNESS WH nth and year fir

For and on Contractor

Signature: _

Name: Mul

Title: Chief

Signed, Sea

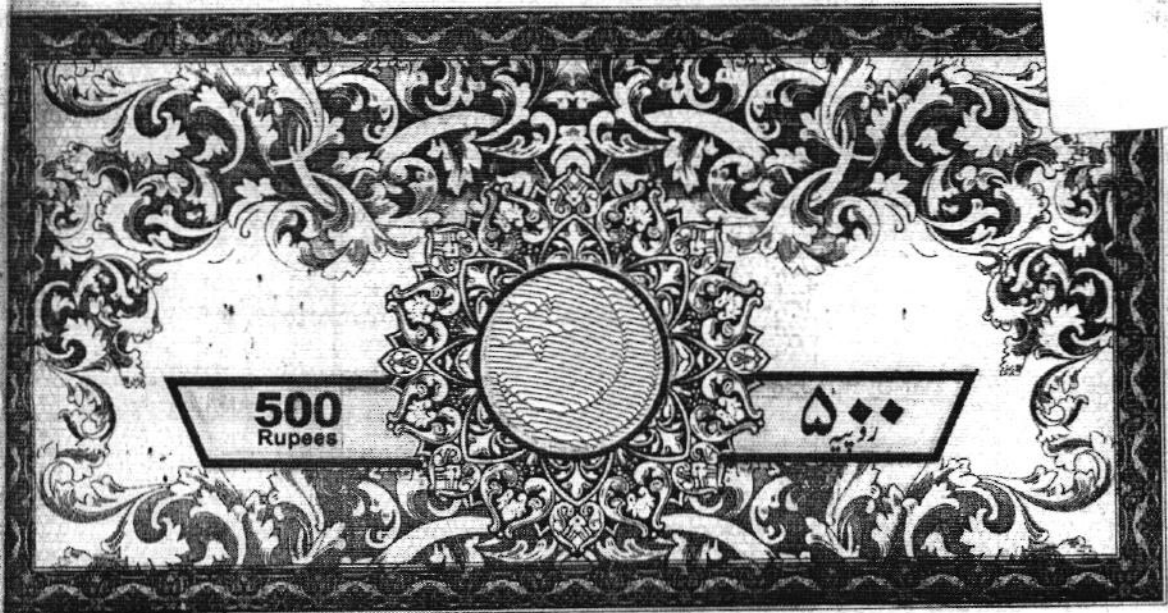
Witness 01

Signature:

Name: Am

Title: Civil

Address



or F-

The Employer hereby covenants to Pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day, month and year first before written in accordance with the respective laws.

For and on behalf of Contractor (MSK International)

For and on behalf of Employer (FGEHA Islamabad)

Signature: [Signature]
Name: Muhammad Shoaib Khan



Signature: [Signature]
Name: Col Imtiaz-ul-Haq Khattak (R)
Chief Engineer
F.G.E. Housing Authority
Ministry of Housing & Works
Government of Pakistan, Islamabad

Title: Chief Executive Officer/Owner

Title: _____

Signed, Sealed and Delivered in the presence of:

Witness 01

Signature: [Signature]

Name: Amjad Hanif 11201-3592034-9

Title: Civil Engineer

Address: F-10/2, Islamabad

Witness 01

Signature: [Signature]

Name: Kamran Hamid Khan

Title: Assistant Director (Tech)

Address: FGEHA, Islamabad.

Witness 02

Signature: [Signature]

Name: Ijaz Ahmad 32303-2356411-3

Title: Chief Accountant

Address: F-11 Markaz, Ibd.

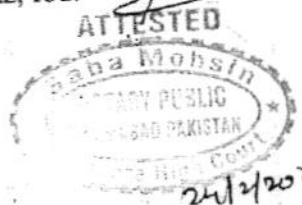
Witness 02

Signature: [Signature]

Name: Ali Zulqarnain

Title: Assistant Director (Tech)

Address: FGEHA, G-10/4.



بشمول 109/24-02-2021
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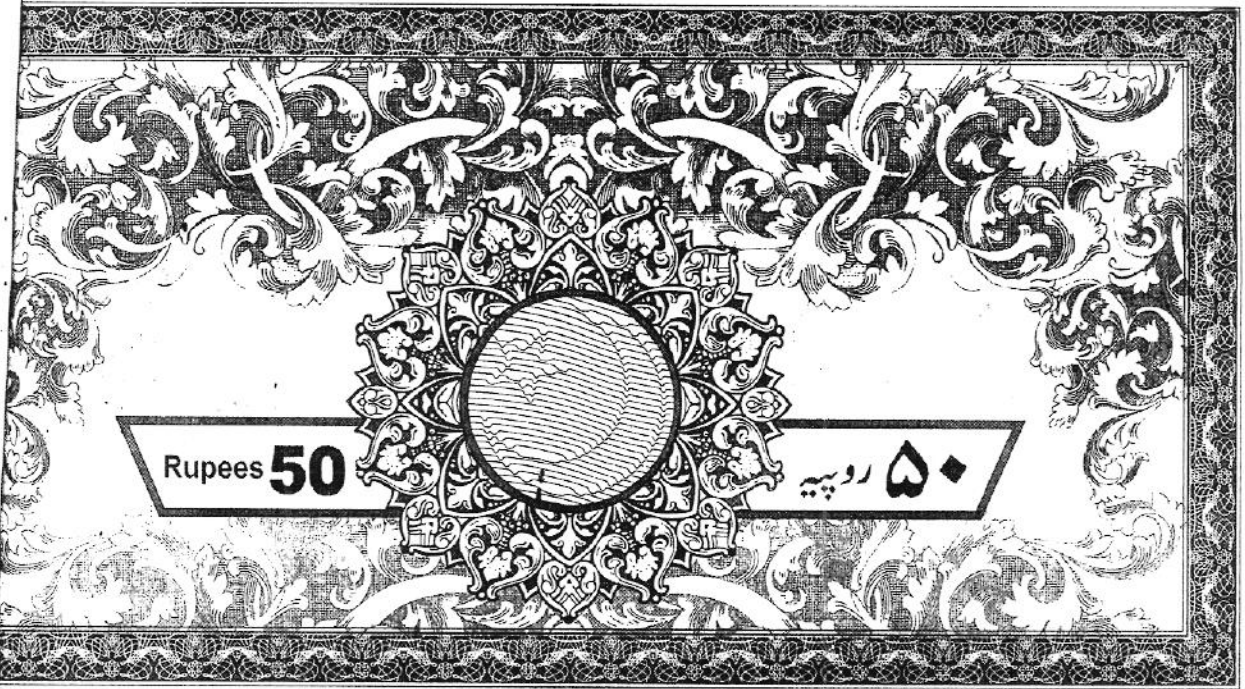


Handwritten signature

Rashid Younis
Stamp Vendor
Licence No. 3520BRA2017
Goira Road, G-11/2, Islamabad
Ph: +92 302 5034001

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BL-1, Appendix L to Bid

INTEGRITY PACT

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE CONTRACTORS OF GOODS, SERVICES & WORKS**

MSK International. hereby declares its intension not to obtain or induced the procurement of any act, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by Government of Pakistan through any corrupt business practice.

Not limiting the generality of the foregoing, **M/s MSK International.** represents and warrants that it has declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, holder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether labeled as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan, except that which has been expressly declared pursuant hereto.

MSK International. Certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Pakistan and has taken any action or will not take any action to circumvent the above declaration, representation or warranty.

MSK International. accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available under the law of Government of Pakistan under any law, contract or other instrument, be voidable at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, **M/s MSK International.** agrees to indemnify Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by **M/s MSK International.** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan.

Authorized Signature and Official Seal: Muhammad Shoib Khan
Name: **Muhammad Shoib Khan** M/S **MSK International CA/337**



24/2/22

167-

S.L. 110

Rs.50/-

Dated: 24/2/21

M/S MSK International

Muhammad Shoaib Khan having CNIC NO. 11201-7154701-1, R/O House 22, Street #3-C, Sector F-10/2, Islamabad.

FOR FGEHA G-10/4, Islamabad undertaking



Rashid Younas
Stamp Vendor
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B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders.
2. Bidding Data Sheet.
3. General Conditions of Contract, Part-I(GCC).
4. Particular Conditions of Contract, Part-II(PCC).
5. Specifications – Special Provisions.
6. Specifications – Technical Provisions.
7. Form of Bid & Appendices to Bid.
8. Bill of Quantities (Appendix-D to Bid).
9. Form of Bid Security.
10. Form of Contract Agreement.
11. Forms of Performance Security and Mobilization Advance Guarantee/Bond and Form of Indemnity Bond for Secured Advance
12. Drawings.

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 28 days prior to the deadline for submission of bids.

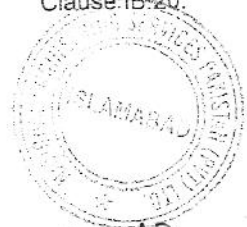
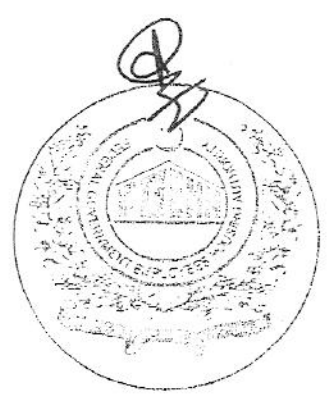
Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

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

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to IB 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB-20.



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C. PREPARATION OF BIDS

IB.10 Language of Bid

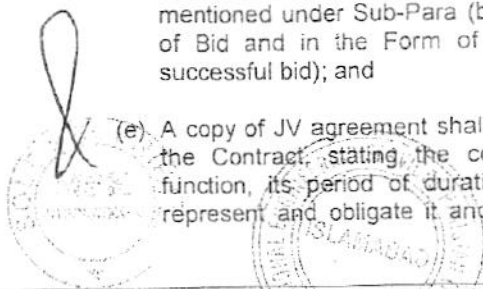
10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data Sheet and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Comprising the Bid

11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in Bidding Data Sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet 11.1 A & B.

11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
- (b) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) The partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and
- (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly



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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. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in IB 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. 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 Bill of Quantities.

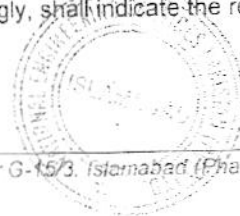
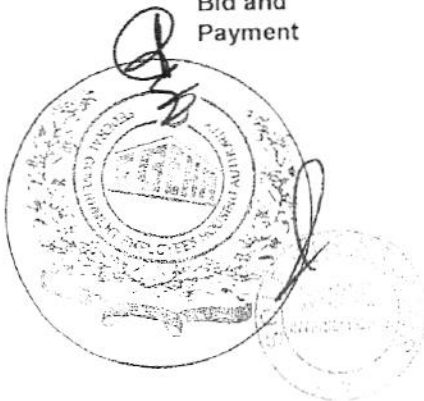
12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

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

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

IB.13 Currencies of Bid and Payment

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. 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 Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.



13.2 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. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Bid Validity

14.1 Bids shall remain valid for the period stipulated in the Bidding Data Sheet after the Date of Bid Opening specified in Clause IB.23.

14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data Sheet in Pak Rupees or an equivalent amount in a 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 favor of the Employer valid for a period 28 days beyond the Bid Validity date.

15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.

15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

15.6 The Bid Security may be forfeited:

- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
- (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
- (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security
 - (ii) sign the Contract Agreement; or
 - (iii) Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.

IB.16 Alternate Proposals by Bidder

16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may in addition to his bid to be submitted in

IB-6

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 Letter of Price Bid shall be that which represents complete compliance with the Bidding Documents. The technical details and financial implication involved are to be submitted in two separate sealed envelopes as to be followed in main bid proposals.

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

IB.17 Pre-Bid Meeting

17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data Sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.

17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in IB 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.

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

IB.18 Format and Signing of Bid

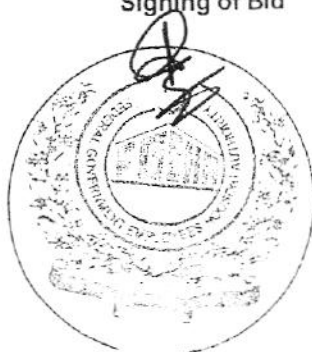
18.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

18.2 All appendices to Bid are to be properly completed and signed.

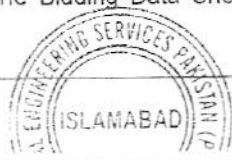
18.3 No alteration is to be made in the Letters of Price and Technical Bids nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and



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IB-7

shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.

- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
 - (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.
 - (c) The technical bid should comprise of documents listed in IB11.1 (A) & the price bid should comprise of documents listed in IB 11.1 (B) which shall be placed in separate envelopes in accordance with IB 11.1.

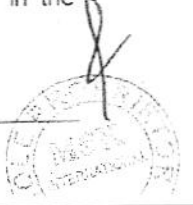
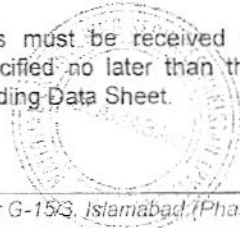
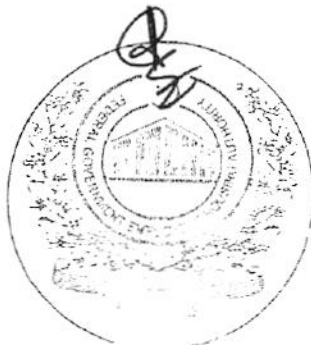
- 19.2 The inner and outer envelopes shall:
 - (a) be addressed to the Employer at the address provided in the Bidding Data sheet;
 - (b) bear the name and identification number of the contract as defined in the Bidding Data sheet; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data sheet.

19.3 In addition to the identification required in IB 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data Sheet.



- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

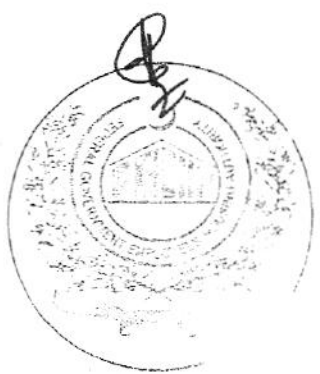
20.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

- 21.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with IB 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

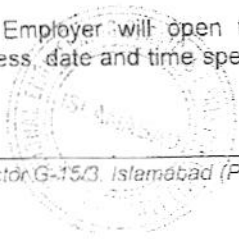


E. BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

IB.23 Bid Opening

- 23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bidding Data Sheet in the

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presence of Bidders' designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.

23.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

23.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted; which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

23.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

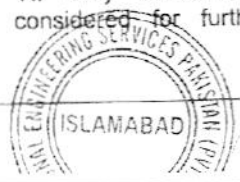
23.5 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a Bid Security, if required; and
- (d) Any other details as the Employer may consider appropriate.

No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB 21.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation.

Preliminary Examination of Technical Bids

23.6 (a) The Employer shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsive qualification shall be considered for further



Handwritten signature or initials.

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evaluation.

(b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.

23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.

23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids.

The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.

23.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Price Bids.

23.10 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

23.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

- (a) The name of the Bidder;
- (b) Whether there is a modification or substitution;
- (c) The Bid Prices, including any discounts and alternative offers; and
- (d) Any other details as the Employer may consider appropriate.

Only Price Bids and discounts, read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

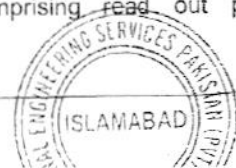
23.12 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations is that which is most economical to the Employer.

IB.24 Process to be Confidential

24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten 10 days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices.



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discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report. However the fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.
- 25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

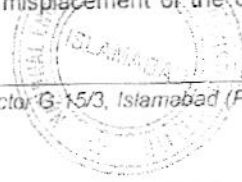
IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required as per clause IB.35 and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.
- 26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.



IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
 - (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which



that bid evaluation report.

IB.30 Employer's Right to Accept any Bid and to Reject any or all Bids

30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

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

31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.

31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.

31.4 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-securitys.

IB.32 Performance Security

32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data Sheet and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.

32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

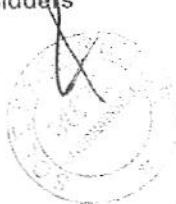
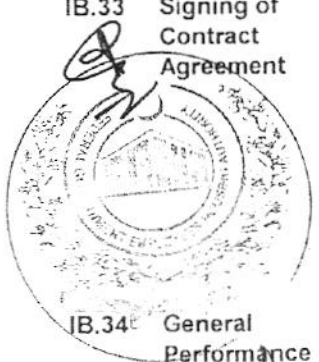
IB.33 Signing of Contract Agreement

33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

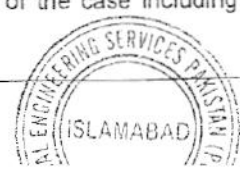
33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

IB.34 General Performance of the Bidders

34.1 The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, inter alia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). 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



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listing of such Bidder and debarring him from participation in future bidding for similar works.

- IB.35 Integrity Pact 35.1 The Bidder shall sign and stamp the Integrity Pact provided at Appendix-L to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

- IB.36 Instructions not part of Contract 36.1 Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.



BIDDING DATA



BIDDING DATA SHEET

The following specific data for the Works to be bid shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

**Instructions to
Bidders**
Clause Reference

Clause IB.1

Scope of Bid

Sub Clause 1.1

Name and address of the Employer

The Employer is:

Federal Government Employees Housing Authority (FGEHA), Islamabad

(Hereinafter called "The Employer" Which expression shall include the successors, legal representatives and permitted assignees).

The Employer's Representative is:

Director (Technical)

Federal Government Employees
Housing Authority (FGEHA), Islamabad
10-Mauve Area, G-10/4,
Islamabad
Tel:- 051-9106058
Fax:- 051-9106051

Name of the Project & Summary of the Works

The name of the Project is:

"Infrastructure Development Works for Sub-Sector G-15/3, Islamabad (Phase-I)"

The Summary of Works:

Federal Government Employees Housing Authority (FGEHA) intends to carryout Infrastructure Development of Sub-Sector G-15/3, Islamabad (Phase-I) and ancillary works as per approved design and drawings.

The scope of works mainly comprises construction of roads, cross drainage structures, Nullah channelization, drainage, water supply, sewerage, external electrification and Landscaping etc. lying within the boundaries and limits shown on the Drawings and any such additional areas adjacent thereto as may be designated by the Engineer from time to time for the construction to be performed under the Contract, and all such areas and additional areas shall comprise the Site.

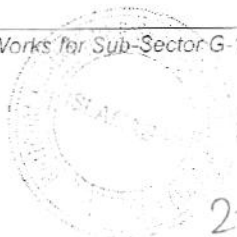
Sub Clause 1.2

Time for Completion

Three hundred and sixty four (364) days.



Infrastructure Development Works for Sub-Sector G-15/3, Islamabad (Phase-I)



Clause IB.2 Source of Funds

Sub Clause 2.1 The Employer has sufficient funds of its own to cover the Cost of the entire Project for which these Bidding Documents are issued.

Clause IB.4 One Bid per Bidder

Sub-Clause 4.1 Delete the text of Sub-Clause 4.1 and substitute with the following:

Each bidder shall submit only one bid. Joint venture of firms is not allowed. A bidder who participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

Clause IB.7 Contents of Bidding Documents

Sub-Clause 7.1 Delete the text of Sub-Clause 7.1 and substitute with the following:

The Bidding Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

Technical Bid

- 7.1.1 Volume - I**
- Instruction to Bidders.
 - Bidding Data
 - Letter of Technical Bid & Appendices to Bid (excluding Appendix-D)
 - Forms of Bid Security Performance Security, Contract Agreement, Mobilization Advance Bank Guarantee
 - Part-I - General Conditions of Contract.
 - Part-II - Particular Conditions of Contract.
 - Specifications - Special Provisions.
- 7.1.2 Volume - II**
- Specifications - Technical Provisions (For Non-Scheduled Items).
- 7.1.3 Volume - III**
- Drawings

Price Bid

- 7.1.4 Volume - IV**
- Letter of Price Bid
 - Preamble to Bill of Quantities (BOQ)
 - Appendix - D to Bid (Bill of Quantities)

Clause IB.8 Clarification of Bidding Documents

Sub-Clause 8.1 Time limit for clarification

Delete the word '28 days' and replace with "7 days".

Clause IB.10 Language of Bid

Sub-Clause 10.1 English.

Clause IB.11 Documents Accompanying the Bid

11.1(A) The Bidder shall submit with its **Technical Bid** the following documents:

Infrastructure Development Works for Sub-Sector G-15/3, Islamabad (Phase-I)

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Volume - I, II & III

- (i) Letter of Technical Bid
- (ii) An undertaking stating that requisite bid security is sealed with the envelope of Price Bid.
- (iii) Written power of attorney authorizing the signatory of the Bid
- (iv) Original Bidding Documents (Volume - I, II & III)
- (v) Dully filled in Schedules to Bid (except Appendix-D to Bid)
- (vi) Qualification documents establishing bidders' eligibility as per Appendix M.

11.1(B)

The Bidder shall submit with its **Price Bid** the following documents:

Volume - IV

- (i) Letter of Price Bid
- (ii) Bid Security in accordance with Clause IB.15.
- (iii) Preamble to Bill of Quantities (BOQ)
- (iv) Appendix - D to Bid (Bill of Quantities)

Sub-Clause 11.2

Delete the Sub-Clause 11.2 in its entirety.

Clause IB.12

Bid Prices

Sub-Clause 12.2

Delete the text of Sub-Clause 12.2 and substitute with the following:

For Scheduled and Non-Scheduled Items, Bidder Shall Quote Premium in the Form of Percentage Above or Below the estimated price put to bid provided in the Summary of Estimate. Prices provided in the estimate against items are complete inclusive value of the finished work without any hidden technical and/ or financial reservations or implications. Bidders shall not modify, change, nor add any footnotes or any conditions to the Bid.

Sub-Clause 12.3

Delete the text of Sub-Clause 12.3 and substitute with the following:

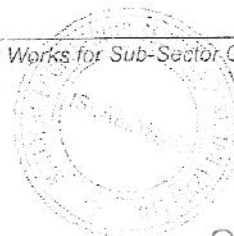
The Bidder shall obtain all information as to Pakistan Income Tax, Salaries Tax, Company Taxes, Municipal Octories, Levies and any other taxes imposed by the Government of Pakistan/ Provincial Governments/ local bodies, export and import duties and necessary permits and conform the requirements thereof at his own responsibility and include the same in quoted Bid Price. The quoted Bid Price shall also include the cost of accepting the general risks/ liabilities and obligations set forth or implied in the Contract. No claim at any later stage on this account will be entertained.

All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

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

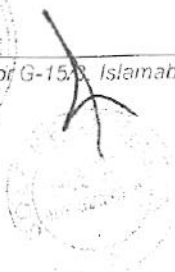
Sub-Clause 12.4

Delete the text of Sub-Clause 12.4 and substitute with the following:
The rates and prices quoted by the bidders are subject to adjustment during



during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract.

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- Clause IB.13 Currencies of Bid and Payment**
- Sub-Clause 13.1** Delete the text of Sub-Clause 13.1 and substitute with the following:
The unit rates and the prices shall be quoted by the bidder entirely in Pak Rupees. The payments to the Contractor for the works done shall be made in Pakistani Rupees.
- Sub-Clause 13.2** The Sub-Clause is deleted in its entirety.
- Clause IB.14 Bid Validity**
- Sub-Clause 14.1 Period of Bid validity:**
One hundred twenty (120) days.
- Clause IB.15 Amount of Bid Security**
- Sub-Clause 15.1** Bid Security shall be 2% of the Bid Price.
- Sub-Clause 15.6 c (iii)** Delete the text of Sub-Clause 15.6 (c) at serial No. (iii).
- Clause IB.16 Alternate Proposals by Bidder**
The Clause is deleted in its entirety.
- Clause IB.17 Pre-Bid Meeting**
- Sub-Clause 17.1 Venue, time, and date of the pre-Bid meeting:**
The Bidder or his official representative are invited to attend a Pre-Bid meeting which will take place on the date, time and place as stated in Invitation for Bids.
- Sub-Clause 17.2** Delete the text of Sub-Clause 17.2 and substitute with the following:
The Bidders are requested to submit any questions in writing or by Fax, to reach the Employer three (03) days before the date given for pre-bid meeting in the Invitation for Bids.
- Clause IB.18 Format and Signing of Bid**
- Sub-Clause 18.4 Number of copies of Bid:**
The Bidder shall prepare and submit the original and one copy of the documents comprising the Bid as described in Clause 7 and 11 of these Instructions to Bidders, and clearly marked "ORIGINAL" and COPY.
- Sub-Clause 18.5** Delete the text of Sub-Clause 18.5 and substitute with the following:
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 on behalf of the Bidder pursuant to Sub-Clause 11.1(A) hereof. All pages of the Bid shall be initialed and stamped by the person or persons signing the Bid. Power of Attorney must be attached to the Bid submitted to the Employer if this Bid is signed / executed by a person other than the President, Partner or Owner of the Bidder's Company.



Clause IB.19

Sealing and Marking of Bids

Sub-Clause 19.1

Delete the text of Sub-Clause 19.1 (c) and substitute with the following:

(c) the Technical Bid shall comprise of documents listed in IB-11.1 (A) and the Price Bid shall comprise of documents listed in IB-11.1 (B) which shall be placed in separate envelopes in accordance with IB-11.1. Both the envelopes of Technical Bid and Price Bid shall be placed in single sealed envelope.

Sub-Clause 19.2

(a) Employer's address for the purpose of Bid submission is as follows:

Director (Technical)
Federal Government Employees
Housing Authority (FGEHA), Islamabad
10-Mauve Area, G-10/4,
Islamabad
Tel:- 051-9106058
Fax:- 051-9106051

(b) Name & identification number of the Contract is as follows:

Name: Infrastructure Development Works for Sub-Sector G-15/3, Islamabad (Phase-I)

Identification Number : INFRA-G15/3-01

Clause IB.20

Deadline for Submission of Bids

Sub-Clause 20.1(a)

Time and date of bid submission and bid opening shall be as per the data provided in the Invitation for Bids.

Clause IB.23

Bid Opening

Sub-Clause 23.1

Venue, time, and date of Bid opening.

As provided in Invitation for Bids.

Sub-Clause 23.6

Delete the text 'and N' wherever mentioned.

Clause IB-27

Correction of Errors

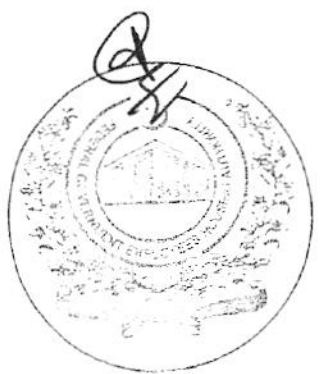
Sub-Clause 27.1

Delete the text of Sub-Clause 27.1 and substitute with the following:

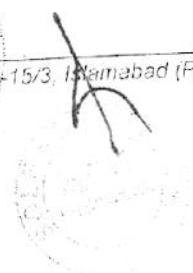
Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

For Scheduled and Non-Scheduled items:

a) where there is a discrepancy between the quoted amount provided by the Bidder in the summary of Estimates and in the form of Bid, the amount stated in the form of Bid shall govern; ; and



Infrastructure Development Works for Sub-Sector G-15/3, Islamabad (Phase-I)



- b) where there is a discrepancy between the premium/amount in figures and in words mentioned in the summary of Estimates, the premium/amount in words shall govern; and
- c) where there is a discrepancy between the percentage premium and the total amount quoted by the Bidder by multiplying the percentage premium with the price put to Bid, the value provided as premium shall govern and total amount shall be corrected.

Clause IB-28 Evaluation and Comparison of Bids

Sub-Clause 28.2 Delete the sub-clause IB-28.2 (c) in its entirety.

Clause IB.32 Performance Security

Sub-Clause 32.1 Delete the text of Sub-Clause 32.1 and substitute with the following:

The successful bidder shall provide a Performance Security in the prescribed Form annexed to these Documents. The said Security shall be furnished by the successful bidder within twenty eight (28) days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to ten percent (10%) of the Contract Price in the currency of the Contract at the option of the bidder, in the form of Bank Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or an insurance company having atleast AA rating from PACRA/JCR.

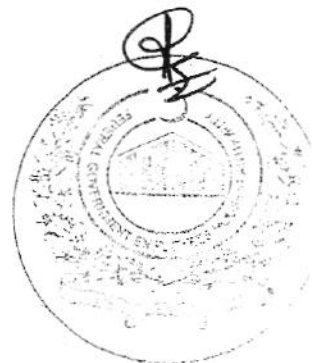
Clause IB.33 Signing of Contract Agreement

Sub-Clause 33.1 Delete the text of Sub-Clause 33.1 and substitute with the following:

The successful Bidder shall submit along with the Performance Security a draft copy of Agreement as per the Form of Agreement within the time period stipulated in Sub-Clause IB-32.1 provided in the Bidding Documents, incorporating all agreements between the parties.

Sub-Clause 33.2 Delete the text of Sub-Clause 33.2 and substitute with the following:

The formal Agreement between the Employer and the successful bidder shall be executed within twenty eight (28) days after the receipt of the Letter of Acceptance but not before acceptance by the Employer of the Performance Security as per Sub-Clause 32.1 hereof.



QUALIFICATION CRITERIA

Qualification of Bidders shall be evaluated on the basis of mentioned criteria with at least 50% score in each category regarding the Bidder's financial soundness, experience record, personnel capabilities and equipment capabilities, in addition to fulfillment of mandatory requirements.

The Employer reserves the right to waive minor deviations, if they do not materially affect the capability of the Bidder to perform the Contract.

A. Mandatory Requirements:

- i. Valid registration with PEC in C-1 or above, in relevant code of specialization CE01, CE09, CE10, EE04.
- ii. Affidavit of no blacklisting prepared within the current month of submission of Bidding document.
- iii. Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder. In case, the firm has never been involved in litigation, an affidavit to such effect should be provided.
- iv. Registration with income tax department (Valid NTN).
- v. On Active Tax Payer's List at the time of submission of Bid.

B. Detailed Requirements:

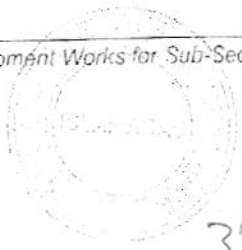
The detailed qualification evaluation shall be carried out on the basis of the criteria for the different categories and minimum passing marks prescribed hereunder:

Sr. No.	Category	Weightage / Marks	Passing Marks
1.	Experience Record	40	20
2.	Personnel Capabilities	15	7.5
3.	Equipment Capabilities	15	7.5
4.	Financial Soundness:	30	15
	Total:	100	50

1. Experience:

Points for experience will be given on the basis of the following criteria:

Sr. No.	Sub-Category	Maximum Marks	Marks Allocation
a)	Experience as Constructor in execution of Infrastructure Development Projects completed during last ten (10) years.	24	<ul style="list-style-type: none"> • 12 marks will be awarded for each completed project having project cost \geq Rs. 1000 million maximum up to 24 marks. • 8 marks will be awarded for each completed project having project cost from Rs. 750 million to Rs. 999.99 million maximum up to 24 marks. • 6 marks will be awarded for each completed project having project cost from Rs. 500 million to Rs. 749.99 million maximum up to 24 marks. • No marks will be awarded for projects having project cost $<$ Rs. 500 million.



Infrastructure Development Works for Sub-Sector G-15/3 Islamabad (Phase-I)

Note:

- i. The applicant must provide verifiable proof of employment (i.e. appointment letter, latest salary slips etc.) of the staff and attach detailed CVs & valid PEC Registration Certificates / Diploma / Certificates of the Engineer, DAES staff.

3. Equipment Capabilities

Sr. No	Equipment	Minimum Required	Maximum Marks
1.	Asphalt Plant	01 No.	1.5
2.	Concrete Batching Plant	01.No.	1.5
3.	Vibratory Road Roller (10 Ton)	04 Nos.	2
4.	Sheep Foot Roller (10 Ton)	04 Nos.	2
5.	Excavator	04 Nos.	2
6.	Grader	03 Nos.	1
7.	Dumper	06 Nos.	1
8.	Loader	02 Nos.	1
9.	Tractor Trolley	03 Nos.	0.5
10.	Water Bowser	04 Nos.	0.5
11.	Concrete mixer machine (single load)	02 Nos.	0.5
12.	Steel Cutting / Bending Machine	02 No	0.5
13.	Generator Set (10KVA)	02 No.	0.5
14.	Total Station	03 No.	0.5
Total Marks Allocated			15

Note:

- i. Proportionate marks will be awarded if number of corresponding equipment is less than minimum required.
- ii. Applicant must provide an undertaking to the effect that the aforementioned equipment is available with the firm and will be made available, as and when required, for the Project.

4. Financial Capabilities

The Bidder shall submit copies of annual audit reports for the last three years consecutive years duly certified by the Chartered Accountant, Bank Line of Credit and must indicate the soundness of the Applicants' financial position.

The minimum annual volume of construction work (Annual Turn-Over) shall be Rs. 800 million during any of last three consecutive years.

Annual Turn Over	Marks	
i. Rs. 800 to 1200 million	7.5	
ii. Above Rs. 1200 million	15	
Maximum Marks Allocated		15




BM-4
Appendix-M to Bid

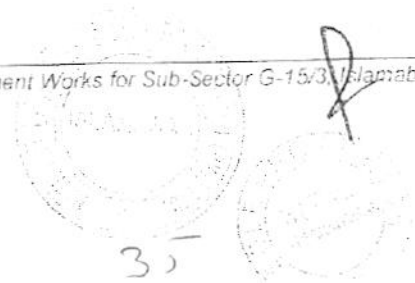
The minimum amount of liquid assets (for the FY 2019-20), and Bank Line of Credit (in specific name of this project) net of other construction commitments of the construction, shall be Rs. 250 million.

Liquid Assets & Bank Line of Credit	Marks
i. Rs. 250 to 400 million	7.5
ii. Above Rs. 400 million	15
Maximum Marks Allocated	15

Authorized Signature and official Seal:

Name: Amjad Hanif 

Date: _____



Infrastructure Development Works for Sub-Sector G-15/3, Islamabad (Phase-I)

Sr. No.	Name of Firm	Estimated Price Put to Bid (Rs.)	Quoted Bid Price (Rs.)	Corrected / Evaluated Bid Price (Rs.)	Net Arithmetic correction (Rs.)	%age above / below the Estimated Priced Put to Bid	Remarks	
1	M/s Ch. Abdul Latif & Sons (Pvt.) Ltd	796,585,771/-	870,781,558/-	870,781,558.22	-0.22	9.314% Above	4 th lowest	
2	M/s Habib Rafiq Pvt. Ltd.		900,818,536/-	900,818,535.33	+0.67	13.085% above	5 th lowest	
3	M/s Hasas Construction Pvt. Ltd.		860,318,791/-	860,318,790.72	+0.28	8.0% Above	3 rd lowest	
4	M/s MSK International		614,535,662/-	614,535,661.60	+0.40	-22.854% Below	Lowest	
5	M/s National Logistics Cell (NLC)		Non-Responsive					
6	M/s Royal Construction Company (Pvt.) Ltd.		702,700,171/-	702,700,172.03	-1.03	-11.786% below	2 nd Lowest	

4.0 ANALYSIS

4.1. M/s Ch. Abdul Latif & Sons (Pvt.) Ltd.

- i. All pages of Price Bid are not signed.
- ii. Bidder quoted Bid amounting to Rs. 870,781,558.22 which is 9.314% above the Estimated Price Put to Bid and is the 4th lowest.

4.2. M/s Habib Rafiq Pvt. Ltd.

Bidder quoted Bid amounting to Rs. 900,818,535.33 which is 13.085% above the Estimated Price Put to Bid and is the 5th lowest.

4.3. M/s Hasas Construction Pvt. Ltd.

Bidder quoted Bid amounting to Rs. 860,318,790.72 which is 8% above the Estimated Price Put to Bid and is the 3rd lowest.

4.4. M/s MSK International.

- i. Some pages of Price Bid are not signed.
- ii. Bidder quoted the Lowest Bid amounting to Rs. 614,535,661.60 which is 22.854% below the Estimated Price Put to Bid Amount.
- iii. Pursuance to Sub-Clause IB-28.4, Price Bid submitted by the bidder M/s MSK International being the lowest bidder with quoted

Section Diary

infrastructure Development for works sub sector

S. No.	No. and date of Document		From whom received
	No.	Date	
1	Name of Firm	3	subject
①	Royal construction co (PVT) LTD	27/11/2020	infrastructure work G-15/3 (P-I)
②	MSK International	27/11/2020	infrastructure work G-15/3 (P-I)
③	M/s Zafar & Co	27/11/2020	infrastructure work G-15/3 (P-I)
④	M/s Manzoor Hussain & Brothers	30/11/2020	
⑤	M/s Habis Rafiq Pvt Ltd.	30/11/2020	
⑥	Shahid builders (Pvt) Ltd.	30/11/2020	
⑦	Akmal Builders and Developers	30/11/2020	infrastructure work G-15/3 (P-I)
⑧	M/s Zafar Construction	30/11/2020	
⑨	M/s Habis construction Pvt Ltd	01/12/2020	

Advertisement Date: 24-11-2020
Sale Date: 10-12-2020
No. of lots: 02-12-2020

Register

Brief Subject	File No.	Date of final Disposal	Record of Movement
11-12-2020	Advertisement	1	Advertisement
30-720062	3000/-		27/12/20
30-720062	3000/-		Anjad Khanil 27/12/2020
30-720062	3000/-		27/12/20
30-5485514	3000/-		27/12/20
30-5650028	3000/-		27/12/20
30-8484672	3000/-		27/12/20
30-9000412	3000/-		27/12/20
30-5087930	3000/-		27/12/20

Purchase Documents Date Extended = 11-12-20/184

Section Diary

S. No.	No. and date of Document		From whom received
	No.	Date	
1	2	3	4
(10)	A.S. KHAN CONSTRUCTORS	01/12/2020	_____
(11)	M/S G K G	01/12/2020	_____
(12)	M/S Matricon ^{Pvt. Ltd} Pakistan	01/12/2020	_____
(13)	GULZARI Associates	02/12/2020	_____
(14)	M/S ACE Builders	02/12/2020	_____
(15)	Abid Brothers CONTRACTOR (PVT) LTD	02/12/20	_____
(16)	Muhammed Haroon S S & S	02/12/20	_____
(17)	Muhammad Sajjad GOVERNMENT CONTRACTOR	02/12/20	_____
(18)	Shahid & Co (PVT) LTD	02/12/20	_____
(19)	PAK ARAB SERVICES (PVT) LTD	02/12/20	_____
(20)	NLC	03/12/2020	_____
(21)	Kharoli Development Corporation	03/12/2020	_____

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USTRIA

Submission = 21-12-2020

Register

Brief Subject	File No.	Date of Final Disposal	Record of Movement
5	6	7	8
3-5297366	- 3000/-		11/12/20
85407211	- 3000/-		01/12/20
2-8560030	- 3000/-		01/12/2020
100-5072172	- 3000/-		28/
214048894	- 3000/-		21/12/20
332-0610856	- 3000/-		02/12/20
301-8101025	3000/-		02/12/20
31-5544979	3000/-		02/12/20
332-5550731	3000/-		02/12/20
345-8231998	3000/-		02/12/20
334-4650610	3000/-		02/12/20
345-3965592	3000/-		02/12/20

Section Diary

S No	No. and date of Document		From whom received
	No.	Date	
1	2	3	4
22	SYED ABDULLAH AND COMPANY	04/10/20	
23	UMER JAN S COMPANY	04/12/20	
24	FATIMA VENTURES	04/10/20	
25	KVK (PVT) LTD	07/12/20	
26	CA. A. LATIF & SONS	08/12/20	
27	DIN SO A'S	08/12/20	
28	G.H.C. INTERNATIONAL PVT LTD	08/12/20	
29	AMMAD & CO	09/12/20	
30	M/S H.R.K.S	09/12/20	
31	M/S Reliable Engineering services	10/12/20	
32	Niaz Muhammad Khan S Brother	10/12/20	
33	Hadi ALLAH Nabya Constructional company	10/12/20	
34	Kaizim Construction PVT LTD	10/12/20	

Register

Brief Subject	File No	Date of Final Disposal	Record of Movement
5	6	7	8
13-1246724	3000/-		<i>[Signature]</i>
15-9420281	3000/-		<i>[Signature]</i>
16-8282676 ^{ALLEN} RALPH	3000/-		<i>[Signature]</i>
21-541672201	3000/-		<i>[Signature]</i>
21-5505816	3000/-		<i>[Signature]</i>
21-1167825 (initial)	3000/-		<i>[Signature]</i>
22-9199762	3000/-		<i>[Signature]</i>
22-8504800	3000/-		<i>[Signature]</i>
23-0358838	3000/-		<i>[Signature]</i>
27-4999708	3000/-		<i>[Signature]</i>
28-7074986	3000/-		<i>[Signature]</i>
28-1466178	3000/-		<i>[Signature]</i>
28-9303927	3000/-		<i>[Signature]</i>
27-2280050	3000/-		<i>[Signature]</i>
28-5050075	3000/-		<i>[Signature]</i>

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Section Diary

S. No.	No. and date of Document		From whom received
	No.	Date	
1	2	3	4
(35)	ARYAN Land Liaisons x Contractor (PVT) LTCL	05/12/20	
(36)	MN Construction CO	15/12/20	

Register

No. of Subject	File No.	Date of Final Disposal	Record of Movement
5035565	[Handwritten]	[Handwritten]	
5035568	[Handwritten]	[Handwritten]	