



# NATIONAL HIGHWAY AUTHORITY

Procurement & Contract Administration Section  
28 Mauve Area, G-9/I, Islamabad ☎ 051-9032917, 📠 051-9260419

No. 2(550)/GM(P&CA)/NHA/2023/-268

13 June, 2023

## Director General

Public Procurement Regulatory Authority  
1st Floor FBC building near State bank,  
Sector G-5/2, Islamabad

Subject: **CHINA - AID PROJECT OF PAKISTAN HIGHWAY N-5  
SECTIONAL REHABILITATION**

## **ANNOUNCEMENT OF FINAL EVALUATION REPORT**

Reference PPRA Rule-35 as amended vide S.R.O 834 (I) 2021 vide notification dated 28<sup>th</sup> June 2021

Please find enclosed herewith the dully filled and signed Final Evaluation Report pertaining to the procurement of the subject work in view of the above referred PPRA Rule for uploading on your website at the earliest.

  
(Sami-Ur-Rahman)  
General Manager (P&CA)

**Encl:** Evaluation Report along with Annex-I

### **Copy for kind information to:**

- Member (Planning), NHA, Islamabad;
- Director (Tech. to Chairman), NHA, Islamabad;
- Director (MIS), NHA, Islamabad; *(with request to upload on NHA and PPRA websites)*
- Director (P&CA)-II, NHA, Islamabad.

**Final Evaluation Report  
As per Rule-35 of PP Rules, 2004**

1	Name of Procuring Agency	National Highway Authority
2	Method of Procurement	Engineering, Procurement And Construction (EPC) based on Single Stage – Two Envelope procedure
3	Title of Procurement	China – Aid Project of Pakistan Highway N-5 Sectional Rehabilitation
4	Tendering Inquiry No.	<u>2(550)</u>
5	PPRA Ref. No. (TSE)	As per Implementation Agreement the bidding shall be amongst the nominated firms by the Chinese Government of China. Therefore, no advertisement was done and consider under PPRA Rule-42(f).
6	Date & Time of Bid Closing	22 <sup>nd</sup> December 2022 at 1130 hours
7	Date & Time of Bid Opening	22 <sup>nd</sup> December 2022 at 1200 hours
8	No. of Bids (Nominated) Received	Three (03)
9	Criteria for Bid Evaluation	As per attached Bid Data Sheet (BDS)
10	Details of Bid(s) Evaluation	As mentioned below

Name of Bidder	Marks			Evaluated Cost (RMB.)	Rule/Regulation/SBD*/Policy/Basis for Rejection /Acceptance as per Rule 35 of PP Rules, 2004.
	Technical (if applicable)	Financial (if applicable)	Tender Score		
M/s China State Construction Engineering Corporation	Disqualified	N/A	-	-	The bidder was disqualified due to non provision of Schedule-E as per the format given in the approved bidding documents.
M/s China Yunan Sunny Road and Bridge Corporation Limited	92	99.91	94.37	635,862,757	Most Preferable Bidder/ Most Advantageous Bidder
M/s China Road and Bridge Corporation (CRBC)	78	99.98	84.59	637,222,886	2 <sup>nd</sup>

Most Preferable Bidder: **M/s China Yunan Sunny Road and Bridge Corporation Limited**

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

Signature:   
General Manager (P&CA)  
National Highway Authority  
Islamabad

Official Seal / Stamp: \_\_\_\_\_

# 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 Rehabilitation and Improvement of National Highway N-5 between Hala and Moro 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 Hala and Moro 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 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.

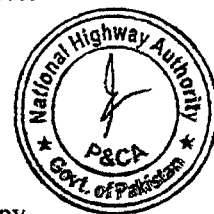
The key design features of the Project are given in the documents listed under Employer's Requirement and other sections of the document which the Bidder has to check and review and correct after visiting site and accordingly prepare preliminary design and submit his bid.

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



- Rehabilitation of Pavement
- Rehabilitation/Maintenance of Bridges
- Rehabilitation/Maintenance of Culverts
- 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
- 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 as specified in these Bidding Documents.

Bidders must quote prices for the complete scope of work. Any Bid covering partial scope of work will be non-responsive, pursuant to Clause IB.21.

**1.2 Source of Funds**

The project will be financed through Chinese Grant by the Government of the People's Republic of China.

**IB.2 Eligible Bidders**

- 2.1
- a. With the level 1 (or above) qualification for general contracting of highway engineering construction and Grade A (or above) qualification for highway engineering design as well as corresponding survey qualification issued by the Chinese administrative department. If the company contracting does not have the aforesaid survey and design qualification, the survey and design work should be subcontracted to the company with corresponding qualification. The Chinese bid winner shall complete registration work before signing the Contract with local registration in Pakistan.
  - b. With local registration in Pakistan, the Chinese bid winner shall complete registration work before signing the contract.
  - c. The estimated cost of the project is RMB 637.72 million. The total price of the general contract shall not exceed the estimated cost of the project. The bid(s) not complying to above shall be rejected.
  - d. Past or present performance of the bidder as contractor is satisfactory with NHA or any other executing agency and the contractor has not been blacklisted earlier by any government agency / authority / organization.
  - e. A copy of Articles of Incorporation or Constitution of the Applicant as a legal entity shall be submitted. The document shall indicate the Applicant's name, address and its representative Personnel. If the certificate in English is not available, the Applicant shall attach a copy of the accurate translation in



English.

- f. The Applicant shall enclose details of Projects in hand whether of similar nature or otherwise. The details must be submitted in line with the format of **Schedule-H to Bid**.

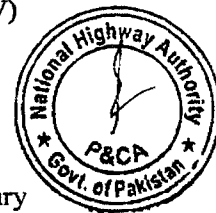
### **IB.3 Cost of Bidding**

- 3.1 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.4 Contents of Bidding Documents**

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.6.
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: Past Performance and Present Commitments
    - (ix) Schedule I: Integrity Pact
  3. Letter of Price Bid & Schedules to Bid  
Schedules to Bid are the following:
    - (i) Schedule J: Estimated Progress Payments
    - (ii) Schedule K: Detail of Expenditure (Foreign currency component)
    - (iii) Schedule L: 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 Form (Form of Contract Agreement)
  9. Specifications.
- 4.2 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.21, Bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

#### **IB.5 Clarification of Bidding Documents**

- 5.1 A Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing, through email or by letter 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/addendum to the Bidding Documents to all the nominated bidders. 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

#### **IB.6 Amendment of Bidding Documents**

- 6.1 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 Nominated Bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to Nominated Bidders. Nominated 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.
- 6.3 To afford Nominated 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.16.



### **(C) PREPARATION OF BIDS**

#### **IB.7 Language of Bid**

- 7.1 Both English and Chinese languages should be used for preparation of Bid.

#### **IB.8 Documents Comprising the Bid**

- 8.1 The Bid prepared by the Bidder shall comprise the following components:

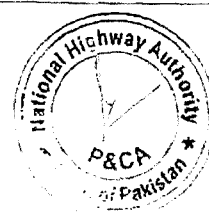
- (a) Covering Letter
- (b) Letters of Bids duly filled, signed and sealed, in accordance with Clause IB.14.
- (c) Schedules (A to L) to Bid duly filled and signed, in accordance with the instructions contained therein.
- (d) Schedule of Prices completed in accordance with Clauses IB.10 and IB.11 in separate sealed envelope.
- (e) Power of Attorney in accordance with Clause IB 14.5 and IB 16.1.
- (f) Documentary evidence established in accordance with Clause IB.12 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 H to Bid).
- (g) 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.
- (h) The bidders are required to submit the tentative construction plan for the project and commencing work simultaneously 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.
- (i) 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.9 Letters of Bids and Schedules**

- 9.1 The Bidder shall complete, sign and seal the Letters of Bids, Schedules (A to L, 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.8.

#### **IB.10 Bid Prices**

- 10.1 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.
- 10.2 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.
- 10.3 The Bidder's breakup of price components in accordance with Sub-Clause 10.1 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.
- 10.4 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.21.

#### **IB.11 Currencies of Bid**

- 11.1 The prices shall be quoted by the bidder entirely in RMB. 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 K 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.
- 11.2 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.
- 11.3 The currencies of payment shall be RMB (Yuan) but the bidder has to indicate his requirement of foreign exchange currency requirement in Schedule K to Bid so as to compensate for material/plant to be imported.

#### **IB.12 Documents Establishing Bidder's Eligibility and Qualifications**

- 12.1 Pursuant to Clause IB.8, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the Contract if its Bid is accepted.
- 12.2 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.
- 12.3 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.
- 12.4 (a) Bidder must possess and provide evidence of the following experience:
  - i. The minimum requirements are Power of Attorney, Similar/Specific Experience alongwith award and completion certificates, Constitution of Company / Memorandum of Association etc. describing details of mother firm and all subsidiaries as the case may be, Financial data including Financial Statements and Bank reference letters, Current commitments of the bidder.
  - ii. Design capacity of bidder, to undertake the project i.e. experience of designing of highways and bridges as per Chinese technical standards and specifications in accordance with the criterion of Chinese Class-I highway with one way two lanes. Bio Data of proposed professional must be attached such as Team Leader, Bridge Design Engineer, Highway Design Engineer, Sr. Surveyor, etc.

Documentation regarding the Bidder's experience on previous similar contracts must accompany with each Bid.

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



### **IB.13 Validity of Bids**

- 13.1 Bids shall remain valid for **180 days** after the date of Bid opening as prescribed in Clause IB.16.
- 13.2 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.

### **IB.14 Format and Signing of Bid**

- 14.1 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.
- 14.2 All Schedules to Bid (A to L) are to be properly completed and signed.
- 14.3 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.
- 14.4 Each Bidder shall prepare **one (01) Original and one (01) Copy in English language and one (01) Original and one (01) Copy in Chinese language**, of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail. In addition, soft copy of the bidding document complete in all respect is also to be provided in USB. The evaluation will be made on bid of English language being the ruling language as per Special Stipulation.
- 14.5 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.
- Principal (issuing authority of Power of Attorney) shall provide the legal documents establishing his authority of issuing the Power of Attorney on behalf of Firm / Company;
  - The name, designation / title in the Firm / Company, country identification number of the person issuing the Power of Attorney must be mentioned on the Power of Attorney;
  - The Power of Attorney must be on Firm's / Company's letterhead;
  - The Power of Attorney shall be in original with original signatures (scanned and electronic signatures shall not be acceptable);
  - The Power of Attorney shall bear the name, specimen signature, specimen initial



of the signatory of the Application/ Proposal as well as his designation / title in the Firm / Company & country identification number/ CNIC No.

- 14.6 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.
- 14.7 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.
- 14.8 Bidders should retain a copy of the Bidding Documents as their file copy.

#### (D) SUBMISSION OF BIDS

##### IB.15 Sealing and Marking of Bids

- 15.1 Each Bidder shall submit his Bid as under:
- (a) ORIGINAL and ONE COPY 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 15.2 hereof.
- 15.2 The inner and outer envelopes shall;
- (a) be addressed to the Employer at the address given in Sub-Clause 5.1 heretofore.
  - (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.
- 15.3 The Bid shall be delivered in person by authorized representative at the address to Employer as mentioned in relevant clause of this document.
- 15.4 In addition to the identification required in Sub-Clause 15.2 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.17.
- 15.5 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.16 Deadline for Submission of Bids

- 16.1 (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 **22<sup>nd</sup> December 2022 upto 1130 Hours:**

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](mailto:gmpca.nha@gmail.com)

- (b) Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person.
- 16.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 16.3 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an addendum in accordance with Clause IB.6, 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.17 Late Bids**

- 17.1 (a) Any Bid received by the Employer after the dead line for submission of Bids prescribed in Clause IB.16 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.18 Modification, Substitution and Withdrawal of Bids**

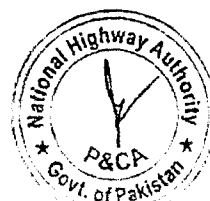
- 18.1 Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that modification, substitution or written notice of the withdrawal is received by the Employer prior to the deadline for submission of Bids.
- 18.2 The modification, substitution or withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.15 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 18.3 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.

### **(E) BID OPENING AND EVALUATION**

#### **IB.19 Bid Opening**

- 19.1 A committee consisting of nominated members by the Employer will open the Bids, including withdrawals, substitution and modifications made pursuant to Clause IB.18, 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.

- 19.2 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.18 shall not be opened.
- 19.3 The Bidder's name, Bid Prices, unit rates, 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.

#### **IB.20 Clarification of Bids**

- 20.1 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.21 Preliminary Examination & Determination of Responsiveness of Bids**

- 21.1 Prior to detailed evaluation pursuant to Clause IB.23, 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 as per IB 12.4.
  - (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 dully filled in K, L & M components as per IB-8.
- (c) 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) Alteration in Form of Bid as per IB.14.3.



- (d) A bid will not be considered, if;
- (i) it is submitted by a Bidder who has participated in more than one Bid,
  - (ii) it is received after the deadline for submission of Bids,
  - (iii) it is submitted through fax, telex, telegram or email,
  - (iv) it indicates that prices quoted are not firm during currency of the contract whereas the Bidders are required to quote fixed price(s),
  - (v) the Bidder refuses to accept arithmetic correction,
  - (vi) 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.

21.2 **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.

21.3 **Prior to the detailed evaluation, pursuant to Clause IB.23 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 affect in any substantial way the scope, quality or performance of the Works;
- (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or
- (iii) whose rectification/adoption would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

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

21.4 **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.**

21.5 **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.22 Conversion to Single Currency**

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

## **IB.23 Detailed Evaluation of Bids**

- 23.1 Only the Bids previously determined to be substantially responsive pursuant to Clause IB.21 will be evaluated and compared in detail by the Employer as per the requirements given hereunder:

### **23.2 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 Tender Score (St) for each bid will be calculated by weighted attributes using the formula below:

$$St = Ps*30\% + Ts*70\%$$

Where:

St = Tender Score.

Ps = the Price Score for the bid under consideration.

Ts = the Technical Score for the bid under consideration.

The technical proposal shall be scored a maximum of 70 points and the financial proposal shall have a weightage of the remaining 30 points.

The bid achieving the highest Tender Score (St) shall be deemed to be the "Most Preferred Bid".

The Technical Score will be calculated for each bid in accordance with the following formula:



$$T_s = (T_Q + T_d + T_m + T_{mob} + T_{lpa} + T_a + T_p) * 70\%$$

Where the various elements of the equation are defined and derived as follows:

Item	Description	Maximum Points Available
T <sub>Q</sub>	Bidders Qualification	10
T <sub>d</sub>	Design Proposal	10
T <sub>m</sub>	Method Statement	30
T <sub>Mob</sub>	Mobilization Schedule	10
T <sub>Lpa</sub>	Local Particular Advantage	20
T <sub>a</sub>	Availability and Sufficiency of Appropriate Equipment	10
T <sub>p</sub>	Contractor's Personnel	10

Note:

### 1. Bidders Qualification:

No	Subject	Description	Score
1	History of blacklisting	Firms with satisfactory Past or present performance with NHA or any other executing agency and that have not been blacklisted/debarred by any procuring Agency, Government or international financial institution in last three years (From the date of publication of the tender advertisement). Any non-compliance with above requirements will get zero (0) point.	5
2	Evaluation of Performed Projects	Whether the performance meets the requirements of the owner/Employer: 1. Construction period 2. Quality 3. maintenance and etc.,	5

*\*Information regarding the projects in Pakistan are to be supported by documentary evidence such as Letter of Intent / Letter of Award and Taking Over Certificate or Completion Certificate*

### 2. Design Proposal



No	Description	Score
1	Completed Project of Similar Nature (Design)	3
2	Design Proposal	7



### 3. Method Statement

No	Description	Score
	<b>Overall Deployment Plan and Construction Scheme</b>	<b>8</b>
1	The division of works to be executed	2
2	Management objectives or major milestones (deliverables)	2
3	Overall construction scheme (Construction Schedule)	2
4	Safeguard measures for overall construction scheme	2
	<b>The Constraints and Challenges of the works</b>	<b>12</b>
1	Treatment for special subgrade	2
2	<b>Method statement for pavement construction</b>	<b>4</b>
3	Method statement for bridges and culverts	1
4	Method statement for safety facilities and traffic accommodation	1
5	Construction work plan in high temperature season	2
6	Treatment measures for prevention of defects caused by high temperature and heavy load traffic	2
	<b>Management Measures and Special Scheme</b>	<b>10</b>
1	Plan and measures for quality assurance	2
2	Regulatory measures for execution in safe and environment-friendly manner	2
3	Contingency plan, anti-risk precaution measures	2
4	Special scheme for maintenance of haul roads during construction	2
5	Special scheme for Defects Liability Period	2

### 4. Mobilization Schedule

The bidder shall give a detail Mobilization Schedule to fulfill the project according to his experience.

### 5. Local Particular Advantage

No	Description	Score
1	The bidder should provide at least one (1) detailed description/guideline or working manual specific to construction under the special local conditions (high temperature and heavy load traffic), which shall have been registered with relevant authority.	7
2	The bidder should provide at least one (1) certificate of technology and technique for construction of asphalt pavement under local particular construction condition (high temperature and heavy load traffic), which shall have been granted by relevant authority.	7
3	Having completed project(s) under similar condition with evidence of completion certificate, TOC, etc.	6



## 6. Availability and Sufficiency of Appropriate Equipment

The Bidder must demonstrate that it has the key equipment (New or Very Good Condition) listed hereafter and those stated in the construction method of the Bidder's proposal for each construction site. The applicant shall provide adequate information to demonstrate all items of equipment as under:

Equipment	Required quantities
Excavator	5
Loader	10
Grader	2
Dump Trucks	20
Water Browser	6
Truck Crane	1
Truck Mounted Crane	1
Concrete Transit Mixer	5
Asphalt dumpers equipped with insulated equipment	20
Concrete Plant of above 50 Tons/Hour capacity	2
Asphalt Plant, 320 Tons/Hour or above	1
Asphalt Modification Equipment	1
Asphalt Paver	3
Cement Stabilized Base Course Batch Plant, 500 Tons/Hrs or above	2
Cement-stabilized Base Course Paver	2
Single Drum Roller	5
Tandem Roller	3
Pneumatic Tired Roller	10
Impact Roller	1
Superior Broom	2
Bitumen Distributor	1
Synchronous Chip Sealer	2
Cold milling machine	1
Combined Crusher of above 100 Tons/Hour capacity	2
Diesel Generator, 800 KW capacity or above	2
Diesel Generator, 500 KW capacity or above	2
Diesel Generator, 250 KW capacity or above	2
Diesel Generator, 15~250 KW capacity or above	3

## 7. Contractor's Personnel

All Personnel for construction which the contractor provide should have the work experience in Pakistan and worked in the project which they provided, and ensure they can performance project if they get it.

### Scoring Instruction:

Whereas the information furnished by the bidder when found to be incorrect or incomplete during evaluation, points shall be deducted from the technical score accordingly.



The calculation of the **Price score**: The price score is 100 points when the bid price is equal to the **benchmark price** (while in calculation of Tender score, the weighted price score is 30 points). Refer to the formulae below:

Benchmark price = limit of Procurement×90%+ Average Price×10%  
The ratio ( $\beta$ ) of the bid price to benchmark price shall be worked out by following formula

Where  $\beta = (\text{bid price} - \text{benchmark price}) / \text{benchmark price}$ , where  $\beta$  shall be in form of percentage keeping two decimal places

Price score will be worked out based on the zone of  $\beta$  of each bid price locates in straight-line interpolation.

1 point will be deducted against each  $\pm 3\%$   $\beta$  deviates (total points: 100)

(d) 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 21.2 hereof.
- (ii) excluding Provisional Sums, if any, but including priced Day work.
- (iii) making an appropriate adjustment for any other acceptable variation or deviation.

23.3 Evaluation Methods

Pursuant to Sub-Clause 23.2, Para (d)(iii) following evaluation methods for price adjustments will be followed in the financial evaluation of EPC Bid Price:

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

(i) Price Adjustment for Completeness in Scope of Work

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

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



(ii) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical noncompliance 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 Completion Schedule

Bids indicating completion in advance of the dates stated in Instruction to Bidders, no credit will be given in this evaluation.

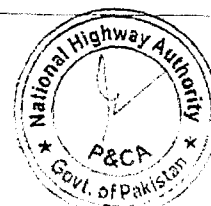
Bids indicating completion period later than the period set out in Instruction to Bidders shall be adjusted in the evaluation by adding a factor of 0.05% of the Corrected Total Bid Price for each calendar day of completion later than specified period of the completion.

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.

- 23.4 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 IB.29 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.24 Process to be Confidential**

- 24.1 Subject to Clause 20 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.
- 24.2 Any effort by a Bidder to influence Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the Bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of the procurement process.



(F) AWARD OF CONTRACT

**IB.25 Award Criteria**

- 25.1 Subject to Clause IB.26, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the most preferred bid, provided that such Bidder has been determined to be qualified to satisfactorily perform the Contract.

**IB.26 Employer's Right to Vary Quantities**

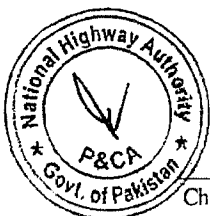
- 26.1 Employer reserves the right at the time of award of Contract to increase or decrease in the quantity of Work contained in the Schedule of Prices without any change in the unit price or other terms and conditions but the total contract cost shall remain unchanged.

**IB.27 Employer's Right to Accept any Bid and to Reject any or all Bids**

- 27.1 Notwithstanding Clause IB.25, 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.
- 27.2 No negotiation with the Bidder having been evaluated as the most preferred bidder 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 most preferred 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.28 Notification of Award**

- 28.1 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").
- 28.2 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.
- 28.3 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.29 Performance Security**

- 29.1 The successful Bidder shall furnish to the Chinese Side 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.
- 29.2 Failure of the successful Bidder to comply with the requirements of Sub-Clauses IB.29.1, IB.30 or Clause IB.36 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

### **IB.30 Signing of Contract Agreement**

- 30.1 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.
- 30.2 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 Chinese Side.

## **(G) ADDITIONAL INSTRUCTIONS**

### **IB.31 Contract Documents**

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

### **IB.32 Sufficiency of Bid**

- 32.1 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 Speciation special and provisions included in the bid document.

### **IB.33 One Bid per Bidder**

- 33.1 Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will be disqualified and Bids submitted by him shall not be considered for evaluation and award.

### **IB.34 Site Visit and Local Conditions**

- 34.1 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.
- 34.2 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.

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

#### **IB.35 Pre-Bid Meeting**

- 35.1 Pre-bid meeting will be held on 29<sup>th</sup> November 2022 at 1130 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 nominated bidders and will upload the same on NHA website [www.nha.gov.pk](http://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.

#### **IB.36 Integrity Pact**

- 36.1 The Bidder shall sign and stamp the Integrity Pact provided in Schedule-I to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the Bid non-responsive.

#### **IB.37 General Performance of the Bidders**

- 37.1 The Employer reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts/works (Schedule-H 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.

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.38 Bidding Procedure**

- 38.1 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.

