

EVALUATION REPORT

(As Per Rules 35 of PP Rules, 2004)

1. Name of Procuring Agency: Sindh Infrastructure Development Company Ltd. (SIDCL).
Ministry of Planning, Development & Special Initiatives, Government of Pakistan.
 2. Method of Procurement: Single-Stage Single Envelop under Rule 36(b) Public Procurement Rules 2004
 3. Title of Procurement: **Orange Line Integration in Green Line: Construction of Entry / Exit Gates in Green Line corridor near Board Office Station and turn around facility at Nagan Station.**
 4. Tender Inquiry No. **Contract Package # KAR/BRTS/GL/22**
 5. PPRA Ref. No (TSE): **TS533162E**
 6. Date & Time of Bid Closing: 14th March, 2024 at 1100 Hrs
 7. Date & Time of Bid Opening: 14th March, 2024 at 1130 Hrs
 8. No. of Bids Received' Three (03)
 9. Criteria for Bid Evaluation. Evaluation criteria already provided in the bidding documents. Evaluation criterion is attached in **Annex - A** for reference.
- 10. Details of Bid(s) Evaluation:** All bidders purchase Tender Documents from SIDCL. Three bidders submitted sealed bids as per the NIT.

The bidders who submitted sealed bids on the closing date

1. M/s Kamran & Company
2. M/s. Mehran Shah Babar Brothers & Co.
3. M/s. GQS Contractors

The Technically non-responsive bidder and reason for failure are:

	Name of bidder	Reasons for failure to qualify the Technical Proposal
1.	Mehran Shah Babar Brothers & Co.	<ul style="list-style-type: none">• Failed in Eligibility (refer IB Clause 3).• Mandatory Affidavits not provided.• Failed in Annual Construction Turnover.• No similar experience in complexity and value.

Muller

- Fail in Work Programme
- Fail in Work Methodology
- Failed in Equipment

The Qualified bidders

	Name of Bidders	Technical	Quoted Cost (PKR)	Evaluated Cost (PKR)	Rule/Regulation /SBD*/ Policy Basis for / Rejection/ Acceptance as per Rule35 PP Rules,2004
1	M/s Kamran & Kampany	Meeting all Criteria (Qualified)	49.473 million	58.173 million	13.92% below 1 st Lowest.
2	M/s GQS Contractors	Meeting all Criteria (Qualified)	78.221 million	78.221 million	15.78% above 2 nd Lowest.

Most Advantageous Bidder: M/s Kamran & Kompany

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

On recommendation of M/s EA Consulting Ltd, Procurement Committee of Board of Directors (BOD) recommended the evaluation to the Board of Directors (BOD) SIDCL for consideration.

Board of Directors (BOD) SIDCL, in its 46th Meeting held on 14.06.2024, approved the Final Evaluation Report, and allowed the management to hoist the Bid Evaluation Report to PPRA website and enter into contract negotiations with the Lowest Evaluated Bidders / Most Advantageous Bidder.


General Manager (Engg)

General Manager (Engg)
Sindh Infrastructure Development Co. Ltd.
Government of Pakistan
Official Stamp.....


Manager Contract Procurement


General Manager (F&A)

General Manager F&A/CFO
Sindh Infrastructure Development Co Ltd
Government of Pakistan
Official Stamp.....

Annexure-A

Technical

Evaluation

Criteria

BIDDING DATA

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.

Instruction to Bidders, Clause Reference	Bidding Data
IB-1 1.1	Name and Address of the Employer: Chief Executive Officer Sindh Infrastructure Development Company Limited (SIDCL) Green Line Bus Rapid Transit System Planning, Development & Special Initiative Department Government of Pakistan Bahria Complex IV 6 th Floor, Ext. Block Gizri, Karachi. Telephone: +92(21) 35155101, Fax: +92(21) 35155102
1.1	Scope of Bid The Work under this Contract Package comprises of ORANGE LINE INTEGRATION IN GREEN LINE, as per Bill of Quantities, Drawings and Specifications. Contract Package # KAR/BRTS/GL/22
IB-2 2.1	Source of Funds Government of Pakistan & Government of Sindh. The Employer has sufficient funds through federal government to cover the cost of the entire project for which these bidding documents are issued.
IB-3 3.1	Eligible Bidders <i>Delete whole text of Sub-Clause 3.1 and replaced with following:</i> “This invitation for Bids is open to all constructors/firms meeting the qualification criteria provided at the end of this section “Bidding Data” and in Notice Inviting Tender (NIT). However, any firm as single entity or in Joint Venture who has been awarded any of other Contract Package(s) of this project is required to submit performance certificate issued by the Engineer.”
3.2	Add following IB Sub-Clause 3.2 Qualification of Bidder To be qualified for award of the Contract, bidders shall provide evidence satisfactory to the Employer of their capability and adequacy of resources to carry out the Contract effectively. Bids shall include the following documentation and information on the relevant Forms provided at the end of this section “Bidding Data”. (a) copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the Bid to commit the bidder; (b) total annual turnover in the civil works construction business expressed as



	<p>total of payment certificates for work performed in each of the last three years;</p> <p>(c) performance as prime contractor, management contractor, or proportionately as member of a joint venture or subcontractor, on works of a similar nature and complexity over the last five years, and details of other work in hand and contractual commitments;</p> <p>(d) major items of Contractor's Equipment proposed for carrying out the Contract;</p> <p>(e) the qualifications and experience of key personnel proposed for administration and execution of the Contract, both on and off site;</p> <p>(f) reports on the financial standing of the bidder including profit and loss statements, balance sheets and auditor's reports for the past three years, and an estimated financial projection for the next two years;</p> <p>(g) evidence of access to lines of credit and availability of other financial resources for this Contract Package;</p> <p>(h) authority to seek references from the bidder's bankers;</p> <p>(i) information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;</p> <p>(j) information regarding historic non-performance and blacklisting of the bidder by government, semi government, autonomous bodies, private parties; and</p> <p>(k) proposal of work methods and program, in sufficient detail to demonstrate the adequacy of the bidder's proposals to meet the technical specifications and the completion time referred to in Appendix A to bid.</p> <p>For the purposes of this particular Contract, bidders shall meet the minimum qualifying criteria set forth at the end of Bidding Data.</p> <p>The qualifications, capacity, and resources of proposed subcontractors will not be taken into account in assessing those of individual or joint venture bidders, unless they are named specialist subcontractors and the scope of their specialized participation in the Works is clearly defined in the bid.</p> <p>Refer Evaluation & Qualification Criteria provided at the end of Bidding Data, to establish its qualifications to perform the Contract in accordance with Evaluation and Qualification Criteria the Bidder shall provide the information requested in the corresponding information forms along with information required in this Sub-Clause 3.2.</p>
<p>IB-6 6.1</p>	<p>Site Visit Delete the text and substitute: The Bidder or his authorized representative shall visit and inspect the Site of Works including the areas and surroundings to be used for Contractor's Camp, on his own responsibility and at his own expense, and obtain all the information from his own sources which may be necessary for the purpose of preparing the bid. The</p>



	<p>Employer may assist but will not take any responsibility for the supply or correctness of the information.</p> <p>The Bidder shall, before submitting his bid, satisfy himself in all respects including the following:</p> <ol style="list-style-type: none"> a. The existing facilities in the vicinity of the Site of Work, the hydrological and climatological conditions, the form and nature of the Site of Work. b. The quantities and nature of the work and materials necessary for completion of the Works. c. The means of access to the Site of Work and exit from the Site. d. The available accommodation on land for Contractor's Camp within or outside the Site of Work. e. All necessary information as to risks, contingencies and other circumstances, which may influence or affect the bid. f. The existing condition at Site. g. Traffic Management during construction h. etc <p>Each Bidder shall also enquire and satisfy himself as to the source, the quantity of supply, the sufficiency of and the means of obtaining and transporting all plant, material, labour, fuel, water, electricity, and other matters or things required for or in connection with the Works.</p> <p>In preparing the bid, Bidder shall also consider his obligation to adequately store all materials and maintain existing facilities and all Temporary Works during the period of their usage.</p> <p>The Bidder must make local inquiries as to the physical conditions prevailing at the Site and obtain his own information on all matters and things that may in any way influence him in making a bid and fixing the rates in the Bill of Quantities. He must also satisfy himself as to the risks, obligations and responsibilities to be undertaken in accordance to the Contract to be entered into by him should his bid be accepted.</p> <p>The Bidder shall make his own investigations, enquiries and assessments, on all matters, of all conditions of existing constructions at the site and its vicinity, to his satisfaction before submitting his bid.</p>
<p>IB-8 8.1</p>	<p>Clarification of Bidding Documents: Time Limit for Clarifications is 07 days instead of 28 days prior to the deadline for submission of bid.</p>
<p>IB-10 10.1</p>	<p>Language of Bid: English</p>
<p>IB-11 11.1</p>	<p>Documents Accompanying the Bid: Delete whole Clause 11 and replace with following: The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in Clause 11.1a and the other the Price Bid containing the documents listed in Clause 11.1b, both envelopes enclosed together in an outer single envelope.</p>
<p>11.1a</p>	<p>The Technical Bid shall comprise the following: i. Form of Technical Bid;</p>



	<ul style="list-style-type: none"> ii. Appendices to Bid except Appendix D and Appendix J iii. Bid Security in accordance with Clause 15; iv. alternative bids, if permissible, in accordance with Clause 16; v. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Clause 18; vi. documentary evidence in accordance with Clause 3.2 establishing the Bidder's qualifications to perform the contract; <p>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 in Appendices, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion</p>
11.1b	<p>The Price Bid shall comprise the following:</p> <ul style="list-style-type: none"> i. Form of Price Bid; ii) completed Price Bill of Quantities (Appendix D), Appendix J and Appendix L, in accordance with Clause 11.1c and Clause 12;
11.1c	<p>The Forms of Technical Bid and Price Bid, and all documents listed under Clause 11.1a and 11.1b, shall be prepared using the relevant forms furnished at the end of Bidding Data and in Appendix D to L. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>In case any original document is in other language, translation in bid language should be provided which must be attested by the consulate of the country of the foreign bidder. The document in bid language shall prevail in case of any discrepancy.</p>
11.2	Delete whole sub-clause. JV is not permitted for this Contract Package
IB-12	Bid Prices
12.3	<p>Add the following paragraphs:</p> <ul style="list-style-type: none"> a) The Bidder, by the act of submitting a bid, acknowledges that he has inspected the Site of Works and determined the general characteristics and conditions. The Employer will not assume any responsibility for information, interpretations and deductions the bidder may make from the information furnished by the Employer or the Engineer. No verbal agreement or conversation with any officer, employee or agent of the Employer or the Engineer before, during or after the execution of the Contract shall effect or modify any of the terms or obligations contained in the Contract. b) The attention of the Bidder is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing and importing of materials from outside Pakistan. Bidder will be deemed to have obtained full information about all such matters and to have allowed in his bid for all delays, additional costs and financing charges that may arise directly or indirectly there from. c) Any neglect or failure on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution and completion of the Works, the rates, total amounts and the Contract shall not relieve the Bidder whose bid is accepted from any risks or liabilities or from the responsibility of completing and handing over the works. d) The rates and prices set down by the Bidder against all the items in the Bill of



	<p>Quantities are to be the full inclusive value of the finished work described there under and shall be deemed to include all costs of performing the Works including all taxes and duties, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Contract. The Employer shall not take any responsibility of foreign currency variation/inflation for imported items or otherwise. Any claim whatsoever in nature regarding for foreign currency variation/inflation is not admissible during and after construction period.</p>
IB-13 13.1	<p>Currencies of Bid and Payment: The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees (PKR). A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country shall bear all costs and risks for arranging the requirements of such currencies through his own resources. The Employer shall not take any responsibility of foreign currency variation/inflation for imported items or otherwise. Any claim whatsoever in nature regarding for foreign currency variation/inflation is not admissible during and after construction period. All payment will be made in PKR only.</p>
13.2	Delete whole Sub-clause 13.2
IB-14 14.1	<p>Bid Validity: Period of Bid Validity is 90 days after the date of bid opening.</p>
IB-15 15.1	<p>Amount of Bid Security: Refer Notice Inviting Tender (NIT).</p>
15.2	<p>Add following at the end of IB-15.2 The bid Security (original) should be submitted with the Technical Bid and the copy (ies) should be submitted with Price Bid as per IB Clause 11.</p>
IB-16 16.1 & 16.2	<p>Alternate Proposals by Bidders Delete the text and substitute: Alternate proposals by Bidders are not invited. Bidders will only quote for the bid design.</p>
IB-17 17.1	<p>Venue, time, and date of the Pre-Bid Meeting: As per Notice Inviting Tender (NIT)</p>
17.2	<p>Add at the end of the Para following Errors, Omissions & Queries The Bidder shall notify "the Employer" of any inconsistencies, errors and omissions found in the Bid Documents, prior to the Bid opening date. Withholding of any such information which will later materially affect the contract price during construction may be considered as sufficient grounds for rejection of Bid. All queries shall be directed to: Chief Engineer/General Manager (SIDCL) at the address provided in Sub-Clause 1.1 above. The Employer is not responsible for any verbal communications or instructions to the Bidders.</p>
IB-18 18.1	<p>Format and Signing of Bid: Delete Sub-Clause 18.1 and 18.2 and replace with following: The Bidder shall prepare one original of the Technical Bid and one original of the</p>



	<p>Price Bid comprising the Bid as described in IB Clause 11 and clearly mark it “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”.</p> <p>Bidders are particularly directed that the amount entered on the Form of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.</p>
18.2	<p>The original and all copies of the Bid shall be typed or written in indelible ink except Price Bid which shall be handwritten in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. On all pages of the Technical and Financial Bids page number must be written by the bidder. This authorization shall consist of a written confirmation as specified below and 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 un-amended printed literature, shall be signed or initialed by the person signing the bid.</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>(a) Power of Attorney on Judicial Paper of Rs. 100 duly attested by Notary Public; and</p> <p>(b) Bids submitted by an existing or intended JV shall include an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. The highest share holder shall be the Lead member of JV and the authorised representative must be from Lead Member of JV.</p> <p>(c) No any person other than the authorised representative is allowed to conduct business during bidding process including correspondence, clarification etc for and on behalf of bidder and in the event of award of the Contract during contract execution.</p> <p>The Employer will not entertain any correspondence/clarification/query from unauthorized representative whosoever during and after bidding process.</p>
18.4	<p>Number of copies of the bid to be completed and returned: Original + Two Copies.</p>
18.5	<p>Delete the last sentence of this para from “All pages” the bid” and substitute with the following:</p> <p>All pages of the bid including appendices, addendum, corrigenda, clarifications, supplementary information as are issued shall be completed, initialled and stamped by the person or persons signing the bid.</p> <p>One (01) copy of 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.</p>
18.6	<p>Delete the text and substitute:</p> <p>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 initialled by the person or persons signing the bid. Each correction shall be separately signed and stamped. Over-writing, erasures, use of whitening fluid, correction tape for making</p>



	<p>corrections is not permitted. Noncompliance of these instructions may be construed as sufficient ground to render the bid non-responsive.</p>
18.7	<p>At the end of this para, add the following: Bids shall be prepared and submitted on the forms of “Technical Bid” and “Price Bid” provided. All blank spaces must be filled in and completed form must be without interlineations or alteration of the original wording. Bids with incomplete and/or unsigned Form of Bids may be rejected /considered Non-Responsive. The Bidder shall stamp and sign each page of Bid Documents for the purpose of identification and acknowledgement of acceptance thereof.</p> <p>The Bids must conform in all respects to the Bid Documents.</p>
IB-19 19.1	<p>Sealing & Marking of Bids: Delete Sub-Clause 19.1 and replace with following: Bidders may always submit their bids by mail or by hand. Procedures for submission, sealing and marking are as follows: Bidders submitting bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL BID”, “ORIGINAL - PRICE BID” and “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID.” These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set</p>
IB-19 19.2(a)	<p>Sealing & Marking of Bids: Employer’s address for purpose of Bid submission: As per Sub-clause 1.1 above</p>
19.2(b)	<p>Name and Number of Contract ORANGE LINE INTEGRATION IN GREEN LINE, as per Bill of Quantities, Drawings and Specifications. Contract Package # KAR/BRTS/GL/22</p>
IB-20 20.1	<p>Deadline for submission of bids: As notified in the Invitation for Bid.</p>
IB-23 23.1	<p>Venue time and date of Bid opening: Delete Sub-Clause 23.1 and replace with following: The Employer shall open the Technical Bids in public at the address, date and time specified in the Invitation for bids in the 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.</p>
23.3	<p>Delete Sub-Clause 23.3 and replace with following: All 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 and amount; (d) any other details as the Employer may consider appropriate.</p> <p>Only Technical Bids and alternative Technical Bids read out and recorded at bid</p>



	opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with Clause 21.
23.4	Delete Sub-Clause 23.4 add replace with following: At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend 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.
23.5	Add following Sub-Clauses 23.5 to 23.8 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.
23.6	The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, 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.
23.7	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 if permitted; and (d) any other details as the Employer may consider appropriate. Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the time of opening of Price Bids.
23.8	The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price, any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record.
IB-24 24.2	Process to be Confidential Add the following sub-para: Documents submitted by Bidders in connection with the Bid for above named Works will be treated as confidential and property of the Employer and will not be returned, except Bid Security.
IB-26 26.1	Examination of Bids and Determination of Responsiveness Add following paragraph at the end of Sub Clause 26.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in Clause 11 have been provided, and to determine the completeness of each document submitted. The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.



	<p>i. Letter of Technical Bid; ii. written confirmation of authorization to commit the Bidder; iii. Bid Security, if applicable; and</p> <p>Technical Proposal in accordance with IB 11</p>
26.2	<p>Examination of Bids and Determination of Responsiveness Add following text at the end of Sub-Clause 26.2</p> <p>The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the bid itself, as defined in IB 11.</p> <p>A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation.</p> <p>The Employer shall examine the technical aspects of the Bid submitted in accordance with IB 11, Technical Proposal, in particular, to confirm that all requirements of Works and Biding Documents have been met without any material deviation. Provided that a bid is substantially responsive, the Procuring Agency may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission. Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>Provided that a Technical Bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Evaluation and Qualification Criteria.</p> <p>The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Evaluation and Qualification Criteria.</p> <p>The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to Sub Clause 3.2.</p> <p>An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder’s Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.</p>
IB-28 28.4	<p>Evaluation and Comparison of Bids</p> <p>In the text of sub-clause 28.4, in the sixth line, after the words, “the Employer may” add the following words: “take action under sub-clause 28.5 or may”.</p> <p>If the successful bidder failed to submit Performance Security of increased amount within fourteen (28) days of demand by the Employer, his bid shall be cancelled, and his bid security shall be forfeited.</p>
28.5	<p>Add following Sub-Clause 28.5:</p> <p>A bid with highly inflated or unworkable rates of any BOQ items may be considered non-conforming and rejected. The Employer may also disqualify such bidder from participating in the subsequent bids who submits such unbalanced</p>



	and/or unworkable rates of major items of work.
IB-29 29.2	Award of Contract Add the following sub-para: The Employer does not bind himself to award the Contract to the lowest or to any Bidder but will take into careful consideration the bidder's prices and such other factors as are deemed applicable.
IB-31 31.5	Add new Sub-clause 31.5: The Successful bidder shall furnish to the Employer, detailed Rate Analysis of all items of work within 28 days after the receipt of Letter of Acceptance.
IB-32 32.1	Performance Security: The Performance Security shall be of an amount not less than 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of irrevocable, unconditional bank guarantee acceptable to the Employer from any scheduled Bank of Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank of Pakistan, in favour of Employer valid for a period of 28 days after the issue of Defect Liability Certificate. Since, the Performance Guarantee is unconditional, irrevocable bank guarantee, the successful bidder and/or bank shall not apply for stay order from court of law during execution as well as after execution (till issuance of Defects Liability Certificate) in case of encashment of Performance Guarantee by the Employer. The successful bidder shall submit undertaking on Rs. 1000 stamp paper accordingly duly attested by first class magistrate and bank issuing the Performance Guarantee. The Performance Guarantee shall accompany this undertaking.
IB-32 32.2	Delete Sub-Clause 32.2 and replace with following: Failure of the successful bidder to comply with the requirements of Sub-Clause IB.31.5 or IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
IB-33 33.3	Add following Sub-Clause 33.3: Stamp Duty The formal Agreement between the Employer and the successful bidder shall be duly stamped at rate of 0.035 % of bid price (updated from time to time by the Government of Sindh)) stated in Letter of Acceptance. The successful bidder shall bear the cost of stamp duty.
IB-36	Delete Clause 36 and replace with following: Instructions to Bidder and Bidding Data will be part of Signed Contract Documents.



Evaluation/Qualification Criteria.

1. Evaluation/Qualification Criteria:

- a) The bidders must meet all the mandatory criteria
- b) Weightages/Marks and Passing Marks

S.NO	Weightage	Marks	Minimum Passing Marks in each Category (Mandatory)	Total Minimum Passing Marks
i.	Financial Soundness	30	50%	70%
ii.	Work Experience	40		
iii.	Work Programme	05		
iv.	Work Methodology	05		
v.	Key Personnel	10		
vi.	Plant & Equipment	10		
Total		100		

For Technical Qualification, Total Passing Marks = 70% and in each Category, minimum passing marks = 50%

1.1 Mandatory Provisions/Eligibility

(i) Registration with PEC:

Bidders must possess valid registration certificate of PEC in the category C4 and in discipline CE01.

(Attach PEC registration certificate for year 2023)

Single Entity: Must Meet

(Foreign firms if participating in the bidding process should strictly follow the rules stipulated in PEC bye laws for participation).

(ii) Registration with Income Tax Department:

Bidders must possess valid registration certificate from income tax authority (NTN). (Attach NTN certificate)

Single Entity: Must Meet

(Foreign firms if participating in the bidding process should submit NTN Certificate of their country duly attested by Consulate of their country)

(iii) Conflict of Interest:

Bidder shall not have the Conflict of Interest. The "Conflict of Interest means:

- (a) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to a procuring agency to obtain an undue benefit for himself or those affiliated with him;



- (b) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (c) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the procuring agency under the contract;
- (d) where an official of the procuring agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;”

(Attach Affidavit on Rs. 100 Stamp paper attested by Notary Public, while foreign bidder's Affidavit should be attested by Consulate of their country)

Single Entity: Must Meet

(iv) **Blacklisting:**

Bidder is not blacklisted, Blacklisting means:

“Barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings by the Pakistan Engineering Council/PPRA/any government, semi government, autonomous body” (Attach Affidavit on Rs. 100 Stamp paper attested by Notary Public, while foreign bidder's Affidavit should be attested by Consulate of their country)

Single Entity: Must Meet

(v) **Litigation History:**

All pending litigation shall in total not represent more than fifty (50) % of the Bidder's net worth and shall be treated as resolved against the Bidder. (Provide details or attach Affidavit in case of not applicable on Rs. 100 Stamp paper attested by Notary Public, while foreign bidder's Affidavit should be attested by Consulate of their country).

Firms will also require to certify that neither the firm or any the directors/owners of the firm have ever entered into any Plea Bargain, Voluntary Return in any of the accountability courts in the country. Any such case found shall deem to disqualify the company ab-initio. (Provide details or attach Affidavit in case of not applicable on Rs. 100 Stamp paper attested by Notary Public).

Single Entity: Must Meet

(vi) **History of Non-Performing Contracts:**

All Non-performance of a contract did not occur within the last 5 years prior to the deadline for bid submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted. (Provide details or attach Affidavit in case of not applicable on Rs. 100 Stamp paper attested by Notary Public, while foreign bidder's Affidavit should be attested by Consulate of their country)

The past performance of the applicant on all completed and ongoing projects may also be checked in coordination with other government departments. Also, the bidders who are already working on any Contract Package of this Project, shall submit Performance Certificate issued by the Engineer.



Single Entity: Must Meet

(vii) **Failure to Sign Contracts:**

Not being under execution of a Bid Securing Declaration for last 5 years. (Provide details or attach Affidavit in case of not applicable on Rs. 100 Stamp paper attested by Notary Public, while foreign bidder's Affidavit should be attested by Consulate of their country)

Single Entity: Must Meet

(viii) **Engineer's Certificate of Performance**

Any firm who has been awarded any of other Contract Package(s) of this project and/or SIDCL is required to submit performance certificate issued by the Engineer.

Single Entity: Must Meet

(ix) **Financial Situation**

Historical Financial Performance

a. Average Net working Capital for last 03 years: PKR 13 million

Single Entity: Must Meet

Foreign firms if participating in the bidding process should strictly follow the rules stipulated in PEC bye laws for participation.

b. Average Net Worth for last 03 years: PKR 25 million

(Submit Audited Balance Sheet and income tax submitted by the Bidder)

Single Entity: Must Meet

Foreign firms if participating in the bidding process should strictly follow the rules stipulated in PEC bye laws for participation.

c. Average Annual Construction Turnover: PKR 600 million

(Minimum average annual construction turnover as mentioned above, calculated as total certified payments received for contracts in progress or completed, within the last three (03) years, Submit Audited Balance Sheet of the Bidder)

Single Entity: Must Meet

Foreign firms if participating in the bidding process should strictly follow the rules stipulated in PEC bye laws for participation.

(x) **Work Experience**

Similar Work with cost and complexity (two similar projects, Supply and installation of Porta Cabins, Asphalt Concrete Works), under-taken in the past five (05) years: PKR 100 million.

Single Entity: Must Meet

Foreign firms if participating in the bidding process should strictly follow the rules stipulated in PEC bye laws for participation.

(If any bidder fails in any of the Mandatory Provision/Eligibility Criteria, its bid will not be considered for further evaluation).



1.2 Financial Soundness

Marks for financial soundness of the firm or JV shall be awarded on the basis of following criteria:

- i) Average Annual Construction Turnover for last 03 years 15 Marks (max.)**
Rs. 600 Million 10 Marks
One mark for each increment of Rs. 100 Million
- ii) Average Networking Capital for last 03 years..... 8 Marks (max.)**
Rs. 13 Million..... 5 Marks
One mark addition for each increment of Rs. 5 Million
- iii) Average Net worth for last 03 years 7 Marks (max.)**
Rs. 25 Million 5 Marks
One mark addition for each increment of Rs. 5 Million

1.3 General Construction Experience

Bidder shall be in business of construction at least for last 10 years.

Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last Ten [10] years prior to the bid submission deadline. (Attach Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity. In case of JV, letter of intent to form JV or JV agreement.)

- General Construction Experience 08 Marks (max.)**
For 10 Years' Experience5 Marks
One mark for each increment of 2 years' experience.

1.4 Specific Construction Experience

Similar fast track assignments with cost and complexity (two similar projects, Supply and installation of Porta Cabins, Asphalt Concrete Works), under-taken in the past five (05) years, participation as contractor or subcontractor, with a value of the largest work of at least amount as mentioned below, that have been successfully completed (100%) and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods / technology or other characteristics.

- i. Specific Construction Experience..... 32 Marks (max.)**
For two projects of Value Rs. 100million..... 20 Marks
One mark for each increment of Rs. 50 million
(Indexation of 7% per annum will be applied)

1.5 Work Programme..... 05 Marks (Max.)

- Detailed & Project Specific..... 05 Marks
- Substantially Detailed 03 Marks
- Sketchy..... 01 Marks

1.6 Work Methodology..... 05 Marks (Max.)

- Detailed & Project Specific..... 05 Marks
- Substantially Detailed 03 Marks
- Sketchy & irrelevant..... 01 Marks



1.7 Key Personnel Qualification & Experience

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

(All engineers must be registered with PEC, it is mandatory. Also, for Project Manager work experience of at least 10 years as Project Manager is mandatory.)

A. Project Manager..... 04 Marks

Must be qualified Civil Engineer

20 or more years' experience	04 Marks
< 20 > 15 years' experience	2.0 Marks
< 15 > 10 years' experience	1.0 marks
Less than 10 years' Experience	0 Mark

B. Structural Engineer 02 Marks

15 or more years' experience	02 Marks
< 15 > 10 years' experience	01 Marks
< 10 > 08 years' experience	0.50 marks
Less than 08 years' experience	0 Mark

C. Highway Engineer 02 Marks

15 or more years' experience	02 Marks
< 15 > 10 years' experience	01 Marks
< 10 > 08 years' experience	0.50 marks
Less than 08 years' experience	0 Mark

D. Material Engineer (Msc Geology/BE (Civil)).. 01 Marks

15 or more years' experience	01 Marks
< 15 > 10 years' experience	0.75 Marks
< 10 > 08 years' experience	0.50 marks
Less than 08 years' experience	0 Mark

E. Site Engineers (1 no)..... 01 Marks

08 or more years' experience	01 Marks
< 08 > 05 years' experience	0.5 Marks
Less than 05 years' experience	0 Mark

(For all Engineer's submit PEC registration certificate and Brief CVs of personnel as per form provided hereunder).

1.8 Plant & Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter.

Sr. No.	Description of Equipment	Capacity & Horsepower	Minimum Requirement (Qty. in No.)	Marks
1	Asphalt Plant	200HP	1	2
3	Vibratory Roller	10 - 12 Ton	2	1
4	Pneumatic Roller	18 - 21 Ton	3	2
5	Dump Truck	10 Ton	4	
6	Asphalt Paver	145 HP (3-6m wide)	2	
7	Crane	25 Ton	1	



ORANGE LINE INTEGRATION IN GREEN LINE
CONSTRUCTION OF ENTRY/EXIT GATES IN GREEN LINE CORRIDOR
NEAR BOARD OFFICE STATION
AND TURN AROUND FACILITY AT NAGAN STATION
CONTRACT PACKAGE # KAR/BRTS/GL/22

- Notes:
1. The marks mentioned in above table are for owned equipment.
 2. Total equipment available with the bidder is to be listed along with its current mobilization on on-going projects. The Bidder shall provide further details of proposed itemGs of equipment using the relevant Form provided hereunder.
 3. The bidder must submit ownership documents for equipment own by it.

