

PROJECT MANAGEMENT UNIT
FLOOD EMERGENCY RECONSTRUCTION PROJECT (FERP)
IRRIGATION DEPARTMENT
GOVERNMENT OF SINDH

No. TC/PD/FERP/ 06

Dated: 04/01/2016

NOTICE FOR INVITING TENDER

SUBJECT: NOTICE FOR INVITING BID / TENDER FOR THE WORK NAMELY EARTH WORK OF NEW JHERRUCK FLOOD PROTECTIVE BUND FROM RD. 0/0 TO 4/2 OF KALRI BAGHAR DIVISION THATTA,

The Bid / Tender invited from the Contractors / Agencies / Firms for the following work as per Sindh Public Procurement Regulatory Authority Rules 2010 and amendment Rules 2013.

Sr.#	Name of Work	Estimated Cost	Earnest Money 2%	Tender Fees	Time for Completion
01	Earth work of New Jherruck Flood Protective Bund From RD. 0/0 To 4/2 of Kalri Baghar Division Thatta.	202.93 (M)	4.10 (M)	3000	12 Months

TERMS AND CONDITIONS FOR ISSUANCE OF BIDDING DOCUMENTS

The Blank Bidding Documents can be purchased from the office of Project Director Flood Emergency Reconstruction Project Hyderabad on payment of Rs.3000/- each as Bidding Documents fee (Non-refundable).

The Bidding Documents will be issued to Agencies / firms / Contractors or there authorized agent's who's are registered with Pakistan Engineering Council with category "C" up to 08-02-2016 & received back on 09-02-2016 up to 2:00 PM and will be opened on same day @ 3:00 PM before the Procurement committee in the office of the Project Director Flood Emergency Reconstruction Project Irrigation Department, Block "D" Shahbaz Building Hyderabad.

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The Bidding Document will be issued on production of 2% Earnest Money of Estimated Cost in the shape of call deposit from any scheduled Bank in favor of Project Director Flood Emergency Reconstruction Project Irrigation Department Hyderabad.

No conditional / suspicious Bid / Tender will be entertained and also be accepted without producing National Tax Number Certificate.

No Premium will be allowed on non-schedule items.

Original Registration Certificate of Pakistan Engineering Council 2015 is required.


Any error or omission in rates will be governed with present prevailing Schedule of Rates

The Estimate / Plan and Specification can be seen in the office of the under signed on any working day during office hours

The Construction Materials will be used according to provision in the Estimate.

The contractors / firms could must be registered with Sindh Revenue Board.

The competent authority Reserve the right to accept or reject any of all the Bids under the SPPRA rules, 2010 amendment Rules 2013.


(MUNWAR ALI BOZDAR)
Project Director
FERP Irrigation Department
Hyderabad

Copy forwarded for information to.

- The Chief Engineer Irrigation Kotri Barrage Region Hyderabad
- The P.S to Secretary Irrigation Department Government of Sindh Karachi.
- The Director (CB) Sindh Public Procurement Regulatory Authority Karachi with a request to hoist NIT on the website of authority.
- The Director (Advertisement) Information Department Government of Sindh Karachi with a request to advertise the NIT in the leading News Papers.
- The Superintending Engineer Baghar Circle Hyderabad
- The Executive Engineer Kalri Baghar Division Thatta
- The Executive Engineer Public Health Engineering Division Sanghar
- Copy to notice board.



PROJECT MANAGEMENT UNIT

FLOOD EMERGENCY RECONSTRUCTION PROJECT (FERP)

IRRIGATION DEPARTMENT

GOVERNMENT OF SINDH

No. TC/PD/FERP/ 04

Dated: 01/10/2015

NOTIFICATION

The Procurement committee for the opening of Bid / Tender for the "EARTH WORK FOR NEW JHERRUCK FLOOD PROTECTIVE BUND FROM RD 0/0 TO 4/2 OF KALRI BAGHAR DIVISION THATTA" under Flood Emergency Reconstruction Project (FERP) is hereby constituted as per Sindh Public Procurement Regulatory authority (SPPRA) Rules-2010 Rule 7 amended 2013 as under.

01	Project Director FERP Irrigation Department, Hyderabad.	Chairman
02	Superintending Engineer Baghar Circle, Hyderabad.	Member
03	Executive Engineer, Public Health Engineering Division, Sanghar	Member
04	Executive Engineer, KalriBaghar Division, Thatta	Member
05	Divisional Accounts Officer KalriBaghar Division Thatta	Member / Secretary.

(MUNWARALI BOZDAR)

Project Director
FERP Irrigation Department
Hyderabad

Cc

The Director (CB) Sindh Public Procurement Regulatory Authority Karachi

The Chief Engineer Irrigation Kotri Barrage Hyderabad

The Superintending Engineer Baghar circle Hyderabad

The Executive Engineer Public Health Engineering Division Sanghar

The Executive Engineer/ Divisional Accounts Officer KalriBaghar Division Thatta



GOVERNMENT OF SINDH
IRRIGATION DEPARTMENT

NOTIFICATION

No.SO(R&S)8-110/2012-13: With the approval of competent authority, a Complaint Redressal Committee is hereby constituted in terms of Rule 31(1) of Sindh Public Procurement Rule 2010 (Amended 2013) regarding ADP schemes 2015-16 of Irrigation Department, Government of Sindh pertaining to Project Revamping / Rehabilitation of Irrigation Drainage System Hyderabad with the following composition:-

- | | | |
|----|--|------------------------|
| 1. | Director General
Monitoring & Evaluation Cell
Irrigation Department, Government of Sindh | Chairman |
| 2. | Project Director/ Chief Engineer
Small Dams Organization Sindh Hyderabad | Member |
| 3. | Technical Officer,
Small Dams Organization Sindh Hyderabad | Member |
| 4. | Executive Engineer
(Concerned Division) Irrigation Department | Secretary |
| 5. | District Accountant Officer Sindh
(Concerned Division) | Assistant
Secretary |

T.O.R's of the Committee are as provided under Rule 31 of Sindh Public Procurement Rule 2010 and also perform any other function ancillary and incidental to the above.

SYED ZAHEER HYDER SHAH
SECRETARY TO GOVT. OF SINDH

No.SO(R&S)8-110/2012-13

Karachi, dated the 9th October, 2015.

A copy is forwarded for information & necessary action to:-

1. The Accountant General Sindh, Karachi with the request to nominate your representative for the above Complaint Redressal Committee.
2. The Director General, Monitoring & Evaluation Cell, Irrigation Department, Government of Sindh, Karachi.
3. The M. D. Sindh Public Procurement Regulatory Authority Karachi.
4. The Chief Engineer, (All) Irrigation Development, Govt. of Sindh.
5. The Superintending Engineer, (All) Irrigation Deptt, Govt. of Sindh.
6. The Executive Engineer, (All), Irrigation Department, Govt. of Sindh.
7. P.S. to Secretary Irrigation Department, Govt. of Sindh, Karachi.

8. ~~Technical Officer~~ Small Dams Org. Hyderabad &
Chief Engineer/P.D.

SECTION OFFICER (RR&S.)
For Secretary to Government of Sindh

PROJECT MANAGEMENT UNIT
FLOOD EMERGENCY RECONSTRUCTION PROJECT (FERP)
IRRIGATION DEPARTMENT GOVERNMENT OF SINDH
ANNUAL PROCUREMENT PLAN FOR FINANCIAL YEAR 2015-16

Sr. No	Description of Procurement / Name of Work	Estimated Cost	Estimated Total Cost	Funds Allocated	Source of Funds (ADP / Non ADP)	Proposed Procurement Method	Timing of Procurements				Remarks
							1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	
1.	Earth Work of New Flood Jherruck Protective Bund From RD, 0/0 To 4/2 of KalriBaghar Division Thatta.	202.93 (M)	202.93(M)	Yes	ADP 661/2015-16	Single Stage One Envelope			✓		

(MUNAWAR ALI BOZDAR)

Project Director
Flood Emergency Reconstruction Project
Hyderabad

federal governments over the mandate of the Rangers. The handling of crime, law and order and other social ills is the purview of the provincial government but the federal government is busy usurping this right and imposing its own agenda on the Sindh government under "hidden powers" pressure. If this type of intervention continues, it would only result in destabilisation of the whole system. It is not appropriate for the DG Rangers to issue such statements that could become a bone of contention between the provincial and federal governments. The concerned authorities need to wake up and take up their responsibilities of fixing those problems that have invited intervention by the armed forces in the shape of the Rangers.

***** Planning for peace *****

While the invocation that this process needs to be Afghan-led and Afghan-owned is reasonable, it hides two critical facts that threaten to undermine the platitudes expressed in this meeting. For one, over the past decade it has been clear that the Afghanistan government simply does not have the strength and wherewithal to engage with the Taliban without the backing of foreign powers, or else this four-country process would not have been required. More crucially however, for this process to be meaningfully 'Afghan-owned', it is necessary that there be a national consensus on how to treat the Taliban. It is not a secret that there are deep divisions, mistrust and conflicting ideologies within the Afghan polity on multiple fronts, especially when it comes to security issues.



Massarrat Misbah cutting ribbon with Mr. Zu



PROJECT MANAGEMENT UNIT

FLOOD EMERGENCY RECONSTRUCTION PROJECT (FERP)
IRRIGATION DEPARTMENT
GOVERNMENT OF SINDH

No. TC/PD/FERP/08

Dated: 04 / 01 /2016

NOTICE FOR INVITING TENDER

SUBJECT: NOTICE FOR INVITING BID / TENDER FOR THE WORK NAMEDLY EARTH WORK OF NEW JHERRUCK FLOOD PROTECTIVE BUND FROM RD. 0/0 TO 4/2 OF KALRI BAGHAR DIVISION THATTA.

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01	Earth work of New Jherruck Flood Protective Bund From RD. 0/0 To 4/2 of Kalri Baghar Division Thatta.	202.95 (M)	4.10 (M)	3000	12 Months

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The Bidding Document will be issued on production of 2% Earnest Money of Estimated Cost in the shape of call deposit from any scheduled Bank in favor of Project Director Flood Emergency Reconstruction Project Irrigation Department Hyderabad.

No conditional / suspicious Bid / Tender will be entertained and also be accepted without producing National Tax Number Certificate.

No Premium will be allowed on non-schedule items. Original Registration Certificate of Pakistan Engineering Council 2015 is required.

Any error or omission in rates will be governed with present prevailing Schedule of Rates. The Estimate / Plan and Specification can be seen in the office of the under signed on any working day during office hours.

The Construction Materials will be used according to provision in the Estimate.

The contractors / firms could must be registered with Sindh Revenue Board.

The competent authority Reserve the right to accept or reject any of all the Bids under the SPFRA rules, 2010 amendment Rules 2013.

(MUNWAR ALI BOZDAR)

Project Director
FERP Irrigation Department
Hyderabad

INK-KRY-10/16

Regent Plaza

Karachi: Regent Plaza and Convention announced the launch extensive hi-tea buffet their all-day dining restaurant Jharoka. The special Buffet offers an eclectic combining popular cor dishes with Pakistani de Decorated in a modern Jharoka, is a place most for friends & family to the evenings. Regent's Buffet was launched as an event for the guests, clients and representative media in Karachi, with Masarrat Misbah, the former Depilex Smile Again Foundation invited as the Chief Guest event. During the morning of Regent Plaza also announced that the hotel will be

Dominic New O

People in Karachi like going out at restaurant before. This is the restaurant chains are making up in Pakistan and introducing new ways to serve their customers. Dominic opened the new outlet with Dine-in experience at Ittehad, Phase 2 DHA. The opening of the brand indeed the grand affair. Omer, Hina Dilpazir, Anushay ashraf, Tamim were among the many guests and socialites to



IRRIGATION DEPARTMENT

Package No. 05

**Construction of Jherruck Flood
Protection Bund From Mile 0/0 to 4/4
in Kalri Baghar Division, Thatta.**

BIDDING DOCUMENT

IFB No. ----- Sindh Irrigation Department

May, 2015



**G3 ENGINEERING
CONSULTANTS (PVT.) LTD.**

www.g3ec.com

In Association with

**M/S BM Consulting Engineers
(Pvt) Ltd.**

SINDH IRRIGATION DEPARTMENT

BIDDING DOCUMENT

Procurement of Works
Bidding Document for Procurement of Civil Works for:

Package/Scheme No: 05
Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4
in Kalri Baghar Division, Thatta.

(Post Qualification)

Issued on : _____, 2015

NCB No. : NCB---FERP/Irrigation-Sindh

Employer : Sindh Irrigation Department through
Executive Engineer, Kalri Baghar Division, Thatta.

Country : Pakistan (Sindh)

_____, 2015

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Bidding Document

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Preface

This Bidding Document has been prepared by Project Director, PMU-Irrigation, FERP, Sindh Irrigation Department (SID) and shall be used for "Package/Scheme No 05: Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta.

funded by Government of Sindh under flood emergency reconstruction project (FERP).

This Bidding Document is based on the Standard Bidding Document for "Procurement of Works, Small Contracts (Single-Stage: Two-Envelope) issued by the Government of Sindh.

Section 1 - Instructions to Bidders

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Section 1 - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Works Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.
 - 1.2 Throughout this Bidding Document:
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.
2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Government of Sindh (hereinafter called "GoS") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 Payments by the GoS will be made only at the request of the Borrower and upon approval by the GoS in accordance with the terms and conditions of the financing agreement between the Borrower and the GoS (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
3. **Fraud and Corruption**
 - 3.1 Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract;

- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of GoS-financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to GoS to remedy the situation;
- (d) will sanction a firm or an individual, at any time, in accordance with GoS Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in GoS-financed or GoS-administered activities or to benefit from an GoS-financed or GoS-administered contract, financially or otherwise, if it at any time determines that the firm or individual has directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by GoS, requiring bidders, suppliers and contractors to permit GoS or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by GoS.

3.2 Furthermore, Bidders shall be aware of the provisions of GCC 22.2 and 56.2 (h).

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, government-owned entity – subject to ITB 4.5 – or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
- (a) all partners shall be jointly and severally liable, and
 - (b) the JV shall nominate 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.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 4.3 GoS considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under GoS Anticorruption Policy. In pursuance of GoS Anticorruption Policy's requirement that Sindh Irrigation Department (including beneficiaries of GoS-financed activity), as well as bidders, suppliers, and contractors under GoS-financed contracts, observe the highest standard of ethics, GoS will take appropriate actions, which include not financing the

contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- (f) a Bidder participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract.

4.4 A firm shall not be eligible to participate in any procurement activities under an GoS-financed or GoS-supported project while under sanction by GoS pursuant to its Anticorruption Policy (see ITB 3), whether such sanction was directly imposed by GoS, or imposed by GoS pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a sanctioned or cross-debarred firm will be rejected.

4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

**5. Eligible Materials,
Equipment and
Services**

5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services

5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a

commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. **Sections of Bidding Document**
- 6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.
- PART I Bidding Procedures**
- Section 1 - Instructions to Bidders (ITB)
 - Section 2 - Bid Data Sheet (BDS)
 - Section 3 - Evaluation and Qualification Criteria (EQC)
 - Section 4 - Bidding Forms (BDF)
 - Section 5 - Eligible Countries (ELC)
- PART II Requirements**
- Section 6 - Works Requirements (WRQ)
- PART III Conditions of Contract and Contract Forms**
- Section 7 - General Conditions (GCC)
 - Section 8 - Particular Conditions (PCC)
 - Section 9 - Contract Forms (COF)
- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
7. **Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its 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 the inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one

Comprising the Bid

called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.

11.2 The Technical Bid shall comprise the following:

- (a) Letter of Technical Bid;
- (b) Bid Security or Bid Securing Declaration, in accordance with ITB 19;
- (c) alternative bids, if permissible, in accordance with ITB 13;
- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (e) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;
- (f) Technical Proposal in accordance with ITB 16;
- (g) Any other document required in the BDS.

11.3 The Price Bid shall comprise the following:

- (a) Letter of Price Bid;
- (b) completed Price Schedules, in accordance with ITB 12 and 14, or as stipulated in the BDS;
- (c) alternative price bids, at Bidder's option and if permissible, in accordance with ITB 13;
- (d) Any other document required in the BDS.

11.4 In addition to the requirements under ITB 11.2, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

12. Letters of Bid and Schedules

12.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). 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.

13. Alternative Bids

13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Works Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria)

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Schedules shall conform to the requirements specified below.

14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

14.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 14.1.

14.5 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.

14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all contracts are submitted and opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the bid and payment shall be as specified in the BDS.

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section 4 (Bidding Forms), in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

- 16. Documents Comprising the Technical Proposal**
- 16.1 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 Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17. Documents Establishing the Qualifications of the Bidder**
- 17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).
- 17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility in accordance with ITB 35.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended thirty (30) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 19. Bid Security**
- 19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, either a Bid Securing Declaration or a bid security as specified in the BDS, in original form. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 19.2 A Bid Securing Declaration shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid Securing Declaration is executed.
- 19.3 The bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee;
 - (b) an irrevocable letter of credit; or
 - (c) a cashier's or certified check;
- all from a reputable bank from an eligible country. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4 Any bid not accompanied by a substantially compliant bid security in accordance with ITB 19.3, or Bid Securing Declaration in accordance with ITB 19.2, if required in accordance with ITB 19.1 shall be rejected

by the Employer as non-responsive.

- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.
- 19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Bid, except as provided in ITB 18.2 or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41;
 - (ii) furnish a performance security in accordance with ITB 42; or
 - (iii) accept corrections of arithmetic errors pursuant to ITB 33; or
 - (iv) furnish a domestic preference security, if applicable, in accordance with ITB 41.
- 19.8 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

**20. Format and
Signing of Bid**

- 20.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit two (2) copies of the Bid, as prescribed in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS 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 unamended printed literature, shall be signed or initialed by the person signing the bid.
- 20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

**21. Sealing and
Marking of Bids**

- 21.1 Bidders may always submit their bids by mail or by hand. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking

are as follows.

- (a) 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. If permitted in accordance with ITB 13, alternative bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 21.2 and 21.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with BDS 22.1; and
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1.

21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB Sub-Clause 25.1.

21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB Sub-Clause 25.7.

21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice.

All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION," and
- (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 The Employer shall open the Technical Bids in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.

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

25.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB Sub-Clause 25.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with ITB Sub-Clause 25.1.

25.5 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 or a bid securing declaration, if required; and
- (d) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB Sub-Clause 23.1.

- 25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security or a bid securing declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 25.7 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.
- 25.8 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.
- 25.9 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.
- 25.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the Bid Prices, including any discounts and alternative offers; and
 - (d) any other details as the Employer may consider appropriate.
- Only Price Bids, 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 opening of Price Bids.
- 25.11 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 (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the

record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Preliminary Examination of Technical Bids**
- 29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.2 have been provided, and to determine the completeness of each document submitted.
- 29.2 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.
- (a) Letter of Technical Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security, if applicable; and
 - (d) Technical Proposal in accordance with ITB 16.

- 30. Responsiveness of Technical Bid**
- 30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Works Requirements) have been met without any material deviation or reservation.
- 30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Nonconformities, Errors, and Omissions**
- 31.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation or omission.
- 31.2 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.
- 31.3 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 Section 3 (Evaluation and Qualification Criteria).
- 32. Qualification of the Bidder**
- 32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 32.3 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.

**33. Correction of
Arithmetical
Errors**

33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited or its bid securing declaration executed.

**34. Conversion to
Single Currency**

34.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in the BDS.

**35. Margin of
Preference**

35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

**36. Evaluation of
Price Bids**

36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

36.2 To evaluate the Price Bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;
- (e) adjustment for nonconformities in accordance with ITB 31.3;
- (f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria);

36.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

- 36.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).
- 36.5 If the Bid in an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
37. **Comparison of Bids.** 37.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.2.
38. **Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 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 contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

39. **Award Criteria** 39.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
40. **Notification of Award**
- 40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted.
- 40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.3 At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in an English language newspaper or well-known and freely accessible website the results identifying the bid and contract numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of

contract award, requests a debriefing.

41. Signing of Contract

41.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

41.2 Within thirty (30) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

42. Performance Security

42.1 Within thirty (30) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the institution issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer to make it enforceable.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the bid securing declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

42.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

Section 2 - Bid Data Sheet

A. Introduction

ITB 1.1	The number of the invitation of the bid is: ---GoS/IRR/Sindh/ERP
ITB 1.1	The Employer is: Sindh Irrigation Department (SID), through Executive Engineer, Kalri Baghar Division, Thatta.
ITB 1.1	The name of the NCB is: National Competitive Bidding (NCB) using Single Stage-Two Envelope procedure for Procurement of Civil Works for "Package No 05: Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta. The identification number of the bidding process is: NCB----ERP/Irrigation-Sindh The number and identification of lots comprising this bidding process is: Not Applicable
ITB 2.1	The Borrower is: Islamic Republic of Pakistan
ITB 2.1	The name of the Project is: Package No. 05 (SID) : Flood Emergency Reconstruction Project (ERP).

B. Bidding Documents

ITB 7.1	For <u>clarification purposes</u> only, the Employer's address is: Attention: Project Director, Flood Emergency Reconstruction Project (ERP) Irrigation Address: E&R Colony DH&R Opposite Saima Plaza Kali Mori. City: Hyderabad ZIP Code: 71000 Country: Pakistan Telephone: : 022-2111825 Facsimile number: 022-_____ Requests for clarification should be received by the Employer no later than: 7 (seven) days after the issuance of Press Advertisement.
ITB 7.4	Pre-Bid meeting: Not Applicable

C. Preparation of Bids

ITB 10.1	The language of the bid is: English
ITB 11.2 (g)	The Bidder shall submit with its Technical Bid the following additional documents: In the case of the bid submitted by a JV, a JV agreement or letter of intent to enter into a JV including a draft agreement, indicating at least the items or the parts (as the case may be) of the works to be executed by the respective partners.
ITB 11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: Nil
ITB 11.4	Maximum number of partners allowed in JV shall be 4 (four) .
ITB 13.1	Alternative bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.4	Alternative technical solutions shall not be permitted for specific parts of the Works.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder and shall be paid in: Local Currency i.e. Pak rupees
ITB 18.1	The bid validity period shall be 90 (ninety) days.
ITB 19.1	The Bidder shall furnish a Bid Security of PKR _____/- or equivalent amounts in a freely convertible currency in favor of "Sindh Irrigation Department (SID), through Executive Engineer, Kalri Baghar Division, Thatta. The bidders shall submit bid security in the form of Bank Guarantee (using the Form included in Section 4 (Bidding Forms)), or insurance company bonds from "AA" reputed company. Bid Security shall be valid for 28 (Twenty Eight) days beyond the validity of the Bid.
ITB 19.2	The ineligibility period will be: Not-Applicable
ITB 20.1	In addition to the original of the bid, the number of copies is: 03 (three)
ITB 20.2	The written confirmation of authorization to sign the bid on behalf of the Bidder shall consist of: Power of Attorney on Judicial stamp paper duly attested by Notary Public; and In the case of Bids submitted by an existing or intended JV, 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.

D. Submission and Opening of Bids

ITB 21.1	Bidders shall not have the option of submitting their bids electronically.
ITB 21.1 (b)	If bidders have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: Not Applicable
ITB 22.1	<p>For bid submission purposes only, the Employer's address is: Office of the Chief Engineer Irrigation Kotri Barrage Hyderabad</p> <p>Address: Chief Engineer Irrigation Kotri Barrage Hyderabad.</p> <p>City: Hyderabad</p> <p>ZIP Code: 71000</p> <p>Country: Pakistan</p> <p>Telephone: : 022-9210370</p> <p>Facsimile number: 022-----</p> <p>The deadline for bid submission is:</p> <p>Date: ___/___/___</p> <p>Time: ___:___ hrs.</p> <p>No bids shall be accepted after the deadline of the bid submission.</p>
ITB 25.1	<p>The opening of the Technical Bid shall take place at/on</p> <p>Office of the Chief Engineer Irrigation Kotri Barrage Hyderabad</p> <p>Address: Chief Engineer Irrigation Kotri Barrage Hyderabad</p> <p>City: hyderabad</p> <p>ZIP Code: 71000</p> <p>Country: Pakistan</p> <p>Date: ___/___/___</p> <p>Time: ___:___ hrs.</p> <p>If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: Not Applicable</p>

E. Evaluation and Comparison of Bids

ITB 34.1	Not applicable
ITB 35.1	A margin of preference <i>shall not</i> apply.
ITB 41.1	28 days is replaced with 7 days. The bidder shall sign the contract within 7 days of receive of the Contract & return it to Employer
ITB 42.1	<p>The bidder is required to furnish the performance security within 14 days of the receiving of notification of award from the employer. The amount of performance security, as a percentage of the Contract Price for the works, shall be 5 (five) percent of the Contract Price in local currency i.e. PKR in favor of "Sindh Irrigation Department, through Executive Engineer, Kalri Baghar Division, Thatta.</p> <p>The performance security shall be in the form of the Bank Guarantee from a reputable Bank located in the Employer's country as per form included in Section 9 (Contract Forms), or insurance company bond from "AA" Grade Insurance company.</p> <p>Validity of performance security shall extend at least 90 (ninety) days beyond the date of completion of contract to cover defect liability period or maintenance period subject to final acceptance by the Employer.</p>

Section 3 - Evaluation and Qualification Criteria

- Postqualification -

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1. Evaluation

In addition to the criteria listed in ITB 36.2 (a) – (e) the following criteria shall apply:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Work's Requirements).

1.2 Multiple Contracts: Not Applicable

1.3 Completion Time

An alternative Completion Time: **Not Applicable**

1.4 Technical Alternatives

Technical alternatives: **Not Applicable**

1.5 Quantifiable Nonconformities, Errors and Omissions

The evaluated cost of quantifiable nonconformities, errors and/or omissions are determined as follows:

Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.

1.6 Margin of Preference; Not Applicable

2. Qualification

2.1 Eligibility

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.1.1 Nationality

Nationality in accordance with ITB Sub-Clause 4.2.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Forms ELI - 1, ELI - 2 with attachments
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2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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2.1.3 SID Eligibility

Not having been declared Ineligible by SID, as described in ITB Sub-Clause 4.4.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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2.1.4 Government-owned Entity

Bidder required to meet conditions of ITB Sub-Clause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI - 1; ELI - 2 with attachments
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2.1.5 UN Eligibility

Not having been declared ineligible based on a United Nations resolution or Employer's country law, as described in ITB Sub-Clause 4.7.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid
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2.2 Pending Litigation

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.2.1 Pending Litigation

All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than fifty percent (50%) of the Bidder's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1
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2.3 Financial Situation

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.3.1 Historical Financial Performance

Submission of audited balance sheets or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last 3 (three) years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments
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2.3.2 Average Annual Construction Turnover

Minimum average annual construction turnover of PKR ____ Million calculated as total certified payments received for contracts in progress or completed, within the last 3 (three) years.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2
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2.3.3 Financial Resources

Using the relevant Forms FIN - 3 and FIN - 4 in Section 4 (Bidding Forms) the Bidder must demonstrate the capacity to meet the financial requirements of the contract. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments, to meet the financial requirements of the contract in the amount of his Bid. While a proper analysis of the financial statements submitted by the Bidder is preferred, as a minimum the Bidder must show that his resources, in terms of at least his latest year's working capital and lines of credit, will be adequate to cover his Bid Price and current work.

2.4 Experience

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.4.1 General Construction Experience

Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 3 (three) years prior to the bid submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP - 1
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2.4.2 Specific Construction Experience

(a) Contracts of Similar Size and Nature

Participation as contractor, management contractor, or subcontractor, in at least 2 (two) contracts within the last 3 (three) years, each with a value of at least PKR ___ Million that have been successfully or are substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section 6 (Works Requirements)	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 2(a)
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b) Construction Experience in Key Activities (May be waived for small contracts.)

For the above or other contracts executed during the period stipulated in 4.2(a) above, a minimum construction experience in the following key activities:	must meet all requirements	must meet all requirements	not applicable	not applicable	Form EXP - 2(b)
5000 sq. feet, Jungle clearance and removing within 100ft.					
128800 cubic feet, borrow pit excavation undressed lead upto 100 feet ordinary and hard soil.					
86300 Cubic feet Carnage of 100cft / ton of all materials like stone aggregate, spawal, cool, lime surkhi etc per day.					
128800 Cubic feet Earth work compaction (Soft ordinary or hard soil) laying earth in 6" layers leveling dressing and watering for compaction etc complete.					

2.5 Personnel

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

No.	Position	Total Work Experience [years]	Experience In Similar Work [years]
1	Project Manager (B.E Civil)	10	7
2	Site Engineer (B.E Civil)	7	5
3	Material Engineer (Geologist)	7	3
4	Quantity Surveyor	5	5
5	Surveyor	5	3

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section 4 (Bidding Forms).

2.6 Equipment

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

No.	Equipment Type and Characteristics	Min. Number Required
1	Excavator	6
2	Tractor with front blade and Trolley	8
3	Water Sprinkler	8
4	Level Machine	4
5	Total Station	1
6	Dumpers	16
7	Loaders	4

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section 4 (Bidding Forms).

Section 4 - Bidding Forms

- Postqualification -

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