

Instructions to Bidders

- 1. Scope of Bid**
 - 1.1 The Employer, as defined in the Contract document invites Bids for the construction of Works, as described in the specifications, and the bills of quantities herein.
 - 1.2 The successful Bidder will be expected to complete the Works within 90 days.
- 2. Eligible Bidders**
 - 2.1 This invitation to bid is open to all interested competent construction companies and I/NGO for the Design and Construction of Light Gauge School structures in Muzaffarabad District.
 - 2.2 Bidders shall provide such evidence of their eligibility satisfactory to the Employer as the Employer shall reasonably request.
- 3. One Bid per Bidder**
 - 3.1 Each Bidder shall submit only one bid. A Bidder who submits or participates in more than one bid will be disqualified.
- 4. Cost of Bidding**
 - 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 5. Site Visit**
 - 5.1 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own 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.
- 6. Amendment of Bidding Documents**
 - 6.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing Addenda.
 - 6.2 Any Addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by facsimile to all purchasers of the bidding documents. Prospective Bidders shall promptly acknowledge receipt of each Addendum by facsimile to the Employer.
- 7. Language of Bid**
 - 7.1 All documents relating to the bid shall be in English.
- 8. Documents Comprising the Bid**
 - 8.1 The Contractor's Bid submitted shall comprise the following:
 1. Duly filled-in Form of Bid, Appendix to Bid and Qualification Information in the format provided;
 2. Bid Security;
 3. Priced Bill of Quantities;
 4. Any information or other materials required to be completed and submitted by Bidders.
- 9. Bid Prices**
 - 9.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole Works as described in Sub-Clause 1.1, based on the unit rates and prices in the Bill of Quantities submitted by the Bidder.
 - 9.2 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.

9.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

9.4 Discount: If the Bidder intends to offer any discount, it should always be expressed in percentage and that will be applicable to each unit rate.

10. Currencies of Bid and Payment

10.1 The unit rates and prices shall be quoted by the Bidder entirely in **Pakistani Rupees**

11. Bid Validity

11.1 Bids shall remain valid for 120 days from the last date of submission of the bid.

11.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting its bid security. A Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with **GCOC** in all respects.

12. Bid Security

12.1 The Bidder shall furnish, as part of its bid, a bid security in the amount stated in the notice in Pakistani Rupees.

12.2 The bid security shall, at the Bidder's option, be in the form of earnest money, bank draft, or a bank guarantee from a reputable bank in Pakistan acceptable to the Employer. The format of the bank guarantee shall be in accordance with the form of bid security included in the document. Bid security shall remain valid for a period of 120 days, and beyond any period of extension subsequently requested under **Sub-Clause 11.2**.

12.3 Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive.

12.4 The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of bid validity.

12.5 The bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security.

12.6 The bid security may be forfeited

- a. if the Bidder withdraws its bid, after bid opening during the period of bid validity;
- b. if the Bidder does not accept the correction of its Bid Price; or
- c. in the case of a successful Bidder, if he fails within the specified time limit to

- i. sign the Agreement, or
- ii. furnish the required performance security.

13. Format and Signing of Bid

- 13.1 The Bidder shall prepare one original of the documents comprising the bid, containing the Form of Bid, Qualification Information, and clearly marked "Original". In addition, the Bidder shall submit copies of the bid, in the number specified in the Invitation for bids and clearly marked "Copy." In the event of discrepancy between them, the original shall prevail.
- 13.2 The original and copy of the bid shall be typed and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries have been made shall be initialed by the person or persons signing the bid.
- 13.3 The bid shall contain no alterations, omissions or additions.

14. Sealing and Marking of Bids

- 14.1 The Bidder shall seal the original and copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 14.2 The inner and outer envelopes shall
- a) be addressed to the Employer at the address provided in the notice;
 - b) bear the name and identification number of the contract as defined in the notice; and
 - c) provide a warning not to open before the time and date for bid opening, as specified in the notice.
- 14.3 The inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 14.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

15. Deadline for Submission of Bids

- 15.1 Bids must be received by the Employer at the address specified in Invitation for bids, and no later than the time and date stipulated in the Invitation for bids.
- 15.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

16. Late Bids

- 16.1 Any bid received by the Employer after the deadline for submission of bids prescribed in **the Invitation for Bids** will be returned unopened to the Bidder.

17. Bid Opening

- 17.1 The Employer will open the bids, including withdrawals and modifications in the presence of Bidders' designated representatives who choose to attend (or even in their absence), at the time, date, and location stipulated in the Invitation for Bids. The Bidders' representatives who are

present shall sign a register evidencing their attendance.

17.2 Envelopes marked “WITHDRAWAL” and “SUBSTITUTION” shall be opened first and the name of the Bidder shall be read out.

17.3 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present.

18. Process to be Confidential

18.1 Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

19. Clarification of Bids and Contacting the Employer

19.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any Bidder for clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.

19.2 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 bid, he should do so in writing.

19.3 Any effort by the Bidder to influence the Employer in the Employer’s bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder’s Bid.

20. Examination of Bids and Determination of Responsiveness

20.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) meets the eligibility criteria; (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents.

20.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer’s rights or the Bidder’s obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

20.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

21. Correction of Errors

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

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item

total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

- 21.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited.
- 22. Evaluation and Comparison of Bids**
- 22.1 The Employer will evaluate and compare only the bids determined to be substantially responsive on the basis of Technical Evaluation.
- 22.2 In evaluating the bids, the Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- a) making any correction for errors pursuant to **Clause 21**;
 - b) Making appropriate adjustments in unit rates to reflect discounts or price modification offered.
- 22.3 The Employer reserves the right to accept or reject any variation, deviation or alternative offer.
- 22.4 If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded, 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.
- 23. Employer's Right to Accept any Bid and to Reject any or all Bids**
- 23.1 The Employer reserves the right to accept or reject any bid, and to cancel the Bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.
- 24. Notification of Award**
- 24.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful Bidder by facsimile confirmed by registered letter that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 25. Signing of Agreement**
- 25.1 The Employer will send the Bidder the Agreement in the form provided in the bidding documents, incorporating all agreements between the Employer and the successful Bidder.

- 25.2 Within 14 days of receipt of the Agreement, the successful Bidder shall sign the Agreement and return it to the Employer, together with the required Performance Security.
- 25.3 Upon fulfillment of **Sub-Clause 25.2**, the Employer will promptly notify the other Bidders that their bids have been unsuccessful and their bid security will be returned as promptly as possible.
- 26. Performance Security**
- 26.1 Within 14 days of receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish to the Employer a performance security in the form provided in the bid and in the amount equivalent to 10% of the contract amount. The form of performance security provided or some other form acceptable to the Employer shall be used.
- 26.2 If the Performance Security is provided by the successful Bidder in the form of a bank guarantee, the bank shall be registered in Pakistan and shall be acceptable to the Employer.
- 26.3 Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Employer may take any other remedy under the contract, and may resort to awarding the contract to the next ranked Bidder.
- 27. Advance Payment and Security**
- 27.1 The Employer may provide an Advance Payment on the Contract Price as stipulated in the bidding document.