## The Islamia University of Bahawalpur

University online: www.iub.edu.pk

# **Expression of Interest**

# REQUEST FOR PROPOSAL (RFP) "FINANCING AND CONSTRUCTION OF BUILDINGS & INFRASTUCTURE DEVELOPMENT UNDER COST REIMBURSEMENT"

The Islamia University of Bahawalpur (IUB) invites proposals from reputed Firms/Builders/Contractors (Registered with PEC in Category CA) for financing and construction of buildings and infrastructure development at Baghdad ul Jadeed Campus, Bahawalpur (the Project), under cost reimbursement plan within time period of 8 to 10 years under agreed terms and conditions by IUB. IUB will provide the necessary conformance and protection to the contractor for its investment.

The estimated cost of the project is Rs. 4000 Million as under:

Sr. #	Name of Project	Estimated Cost (Rs. in Million)
1.	Financing and Construction of Buildings & Infrastructure Development Under Cost Reimbursement	4000 M

Interested Firms/Builders/Contractors can purchase the RFP documents from the office of the Project Director, Baghdad ul Jadeed Campus, Bahawalpur on submission of a written application with a pay order/bank draft for Rs. 10,000/- each (Non- Refundable) in favour of the Project Director, The Islamia University of Bahawalpur w.e.f. **26 April**, **2021**.

The proposal shall be based on <u>single stage two envelope</u> procedures as per PPRA Rules.

Active in Sales Tax and Income Tax, PRA Registration, Valid PEC in Category CA is mandatory to participate in Bidding Procedure.

Detail qualification and Technical Criteria is available in RFP documents.

Proposals (Technical & Financial) accompanied with Bid Security (mentioned in the RFP Documents) and complete in all respect in a sealed envelope should reach on or before 11:00 AM, 19-05-2021. The Technical Bids will be opened on the Same Date at 11:30 AM in the presence of the bidders or their representatives who wish to attend.

**Note:** The Competent Authority, The Islamia University of Bahawalpur may reject all bids or proposal at any time prior to the acceptance of bid or proposal as per PPRA rules.

The Islamia University of Bahawalpur, Bahawalpur.



Director (P&D)

Directorate of Planning & Development 1st floor Syed Tabish Alwari Building, Baghdad al Jadeed Campus

Phone #. +92-62-9255067, 0321-4787645, 0308-4548486

Email: director.planning@iub.edu.pk <u>IPB-351</u>

# REQUEST FOR PROPOSAL (RFP) FOR

# FINANCING AND CONSTRUCTION OF BUILDINGS & INFRASTUCTURE DEVELOPMENT UNDER AN ARRANGEMENT OF COST REIMBURSEMENT BY CLIENT



ISSUED TO:	M/S		
ISSUED BY:		DATE:	
RECEIVED BY:		DATE:	

PROJECT DIRECTOR
Directorate of
Engineering Baghdad
al Jadeed Campus
The Islamia University of Bahawalpur,
Bahawalpur. Phone #. +92-62-925545803459440676, 03006852723

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PART-I Letter of Invitation (LOI)

To All Bidders

Subject: FINANCING AND CONSTRUCTION OF BUILDINGS &

INFRASTUCTURE DEVELOPMENT UNDER COST REIMBURSEMENT BY CLIENT AT THE ISLAMIA UNIVERSITY OF BAHAWALPUR (IUB)

 IUB (the "Client") hereby presents this Request for Proposals (the "RFP") to invite all interested firms, Builders / Constructors (hereinafter called "Contractor") to submit proposal for financing and construction of buildings and infrastructure development at IUB Bahawalpur ("the Project") capable of providing capital with experience and expertise in infrastructure development works.

Sr. #	Name of Project	Estimated Cost (Rs. in Million)
1.	Financing and Construction of Buildings & Infrastructure Development Under Cost Reimbursement	4000 M

- Interested Contractors are to submit their technical and financial proposals under single stage – two envelope procedure.
- 3. The Contractors will be selected under the Quality and Cost Based Selection Method and procedures described in this RFP, in accordance with the policies.
- 4. The RFP includes the following additional documents:

Part II - Instructions to Bidders (including Data Sheet)

Part II.C - Technical Proposal - Standard Form

Part II.D - Financial Proposal - Standard Form

- 5. It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing, or written elsewhere, no credit will be given in the relevant section of the evaluation.
- 6. Please send one original and one copy of Technical Proposal (two copies in all) and one original copy of Financial Proposals to the following address.

Name: Afzaal Ahmad

Designation: Director Planning & Development

Address: The Directorate of Planning & Development, Baghdad-ul-Jadeed Campus,

The Islamia University of Bahawalpur

Yours sincerely, Afzaal Ahmad Director (P&D), IUB

#### PART II INSTRUCTIONS TO BIDDERS

#### A. DEFINITIONS

- (a) "Agreement" means the Agreement signed by the Parties and all the attached documents.
- (b) "Client" means the organization with which the selected Contractor signs the Agreement.
- (c) "Contractor" means any Firm/ Builder/ Constructor that may provide or provides the Services to the Client under the Agreement.
- (d) "Data Sheet" means such part of the Instructions to Contractors used to reflect specific conditions.
- (e) "Day" means calendar day.
- (f) "Instructions to Bidders" means the document which provides Bidders with all information needed to prepare their Proposals.
- (g) "LOI" means the Letter of Invitation included in the RFP as Part 1.
- (h) "Proposal" means the Technical Proposal and the Financial Proposal.
- (i) "RFP" means the Request for Proposal to be prepared by the Client for the selection of Contractor, based on the Standard RFP.
- (j) "Services" means the work to be performed by the Contractor pursuant to the Agreement.
- (k) "SRFP" means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.

#### **B. PROJECT DESCRIPTION**

#### **B-1 Background**

The Client intends to construct new Buildings and Infrastructure Development, at Bahawalpur campus. The Client invites contractor(s) to submit their proposal for the Project by financing with its own capital, resources and the Client will reimburse construction and development cost incurred by the Contractor in installments within 8 to 10 years as agreed in the contract, wherein, contractor shall be responsible for development of, but not limited to: building works alongwith electrical, mechanical works, roads, sewerage and allied works within time period of twenty-four (24) months with one (01) year of defect liability and maintenance period (the "DLP").

Site Location. Bahawalpur, Punjab, Pakistan

#### **B-2** Scope of the Project

- a. Construction of New Faculty Building No. 1 at Baghdad ul Jadeed Campus.
- b. Construction of New Faculty Building No. 2 at Baghdad ul Jadeed Campus.
- c. Construction of New Faculty Building No. 3 at Baghdad ul Jadeed Campus.
- d. Construction of New Girls Hostel No.1 (G+2) at Baghdad ul Jadeed Campus.
- e. Construction of New Girls Hostel No.2 (G+2) at Baghdad ul Jadeed Campus.
- f. Construction of New Boys Hostel (G+2) at Baghdad ul Jadeed Campus.
- g. Construction of New Boys Hostel (G+1) at Baghdad ul Jadeed Campus (with foundation for G + 2)
- h. Extension of Academic Block for Faculty of Agriculture & Environmental Sciences at Baghdad ul Jadeed Campus.

- i. Construction of New Approach Road No. 2 including Round About at Baghdad ul Jadeed Campus.
- j. Extension of Main Arterial Road at Baghdad ul Jadeed Campus.

#### B-3 Feasibility

The bidders must inform themselves by carrying out necessary feasibility of construction site prior to proceeding for submission of their proposals to ascertain the ground realities for offering a realistic financial bid according to the site conditions like material availability, volume of work, construction standards and other affecting factors.

#### **B-4** Common Assumptions

The Client requires all Bidders to present their proposals on following basis: -

- a. Bidders must adhere to the Payment Installment Plan approved by the client and agreed mutually.
- b. Project modality: Self Financing, Construction and Cost Reimbursement within agreed time period. It will be a Cost Reimbursement Plus Percentage Contract.
- c. The Client will provide following assistance: -
  - 1) Provide suitable location for site office.
  - 2) Provision of Electric Connection (coordination with WAPDA only).
  - Guarantee of cost reimbursement on time by allocating in University Annual Budget.
- d. Development work and performance standards shall be as per best engineering standard.
- e. Contract will be mainly based on FIDIC Red Book1999.
- f. Construction / development period will be 24 months.
- g. Defect liability and maintenance period will be 12 months after completion.
- h. The Client desires that each Bidder to estimate their cost keeping in view site condition and RFP conditions.
- i. The IUB envisages granting a Contract to construct and complete the Project.
- j. Site will be made available for Construction/Development by the client free from all kind of encumbrance.
- k. Design and construction drawings will be provided by the Client.

#### **B-5** Construction and Development Arrangement

- a. The site shall be handed over to the Contractor by the Client free from all kind of encumbrance for the purpose of development upon furnishing Performance Guarantee of 5% of the value of Project.
- b. A letter of Award shall be issued to the Contractor after due process.
- c. The Contractor shall then be permitted to mobilize and set up site facilities.
- d. The construction work shall be executed based on detailed design provided by the Client and / or may have to be prepared by the Contractor for HVAC, Fire Fighting etc. if required by the Client. The design thus prepared shall be approved by the Client or any other agency, if required.
- e. The Contractor shall review the Works as given in scope and ensure quality construction at their own cost. The Client reserves the right to monitor the work of the Contractor through the team of Independent Engineers and Auditors.
- f. Contractor shall complete project within 24 months (2 years) or as specified by the client. The Client shall certify the development and construction of the project in accordance with the technical and structural specifications.

- g. Finance shortfall, if any, would be bridged by the Contractor from own resources to keep the project construction on track and complete the milestones.
- h. Contractor shall exclusively be responsible for the standardized and quality of construction, equipment and installations etc and related costs.

#### **B.6 Disclaimer**

All information, assumptions and projections contained in the Bidding Documents are indicative only and are provided solely to assist in a preliminary assessment of the Project. Nothing in the Bidding Documents or elsewhere shall create any contractual relationship between the Client and any Bidder, nor shall it commit the Client to any policy described in the Bidding Documents or elsewhere and neither the Client nor any of its consultants or advisers will have any liability or responsibility if the information, assumptions and projections contained herein or otherwise in respect of the Project prove to be incorrect. It is the responsibility of the Bidder to verify the information, assumptions and projections contained in the Bidding Documents or otherwise.

#### **B-7 Bribery & Collusion**

The Client shall be entitled to terminate the Contract and recover from the successful Bidder the amount of any loss resulting from such termination if the successful Bidder shall have offered or given to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, any action in relation to obtaining, or in the execution of the Contract or any other contract with the Client, or for showing favour to any person in relation to the Contract with the Client, or if any of the like acts shall have been done by any person employed by the successful Bidder or acting on its behalf (whether with or without the knowledge of the successful Bidder), or if the successful Bidder shall have come to any agreement with another Bidder or number of Bidders whereby an agreed quotation or estimate shall be offered as a Bid to the Client by one or more Bidders.

#### C. PROPOSAL SUBMISSION PROCEDURES

#### C-1. Introduction

This Request for Proposals (RFP) invites Companies & Firms (among PEC registered firms / companies) to submit Technical Proposal including Qualification Documents and Financial Proposal to compete for the Project.

#### C-2 General

#### C.2.1 Cost of Bidding

The Bidder shall be responsible for all fees, costs and expenses incurred in preparing any proposal submitted by it, and the Client shall under no circumstances become liable to reimburse any Bidder for any such fees, costs or expenses regardless of the conduct or outcome of the bidding process.

#### C.2.2 Site Visit

The Bidder is advised to visit and examine the site and its surroundings on its own responsibility, all information that may be necessary for preparing the Bid and entering into a Contract Agreement at its own cost and expenses.

#### C.2.3 Addendum of Bidding Documents

At any time prior to the Proposal Submission Date, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the

Bidding Documents through addendum. The addendum will be uploaded on Client website and notified in writing or by email to all prospective Bidders who have purchased the Bidding Documents, and will be binding upon them. In order to afford prospective Bidders reasonable time in which to take the addendum into account in preparing their Bids, the IUB may, at its discretion, extend the deadline for the submission of Bids.

#### C.3 Preparation of Bid

#### C.3.1 Proposal Validity Period

Ninety (90) calendar days from the submission date.

# C.3.2 SUBMISSION OF BIDS (FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE)

Sealing and Marking of Bids

#### 3.2.1 Each firm shall submit its bid as under:

- (a) The Client requires the first envelope, marked **TECHNICAL PROPOSAL**, to contain the **original and one set of copy of the Bidder's Technical Proposal**. The Client requires the second envelope, marked **FINANCIAL PROPOSAL**, to contain the **original of the Bidder's Financial Proposal**. Bidders are cautioned to ensure that their Technical and Financial proposals are contained in separately sealed envelopes clearly marked as indicated above. The Client requires Bidders to submit the separately sealed envelopes in one bound package. In the event of any discrepancy between the original and copy, the original shall govern.
- (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in C.5 thereof.
- (c) The technical bid should comprise of documents listed in D & the price bid should comprise of documents listed in E which shall be placed in separate envelopes.

#### 3.2.2 The inner and outer envelopes shall:

- (a) Be addressed to the Employer at the address provided in the C.5;
- (b) Bear the name and identification number of the contract; and
- (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Document.
- **3.2.3** In addition to the identification required in 3.2.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
- **3.2.4** 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.

#### C.3.3 Language

All proposals shall be presented in the English language.

#### C.3.4 Conformity with the bidding documents

The Bidder must submit Bid that conforms in all respects with the requirements of the Bidding Documents. The Client will not entertain an incomplete Bid.

#### C.3.5 Non-Conforming Bids

Alternative designs and alternative proposals in relation to financial, organizational and obligational aspects, which differ in whole.

#### C-4 Processing of Proposals before Evaluation

- (a) The Client intends to facilitate and sustain an environment of competitiveness, transparency and fairness in the procurement process by, among other means, fairly and impartially processing and evaluating Bidder's technical and financial proposals in accordance with the procedures and pre-established evaluation criterion specified in this RFP.
- (b) The Client shall receive and keep secure all proposals submitted before the date and time specified. Any and all proposals received by the Client after the stipulated date and time in Bid Data Sheet for Proposal Closing will be returned unopened to the submitting Bidder/representative.
- (c) The Client shall maintain, secure and unopened, all timely submitted proposals until the date and time announced for Proposal Opening, at which time technical proposals will be opened in front of bidders/representatives who choose to attend.
- (d) The Bidders/representatives who attend shall sign a register evidencing their attendance. The Client will examine the proposals to determine whether they are complete, whether the requisite Bid Securities have been furnished, whether the documents have been properly signed, and whether the proposals are generally in order.
- (e) First technical proposals shall be opened by the Tender Opening & Evaluation Committee and after evaluation/Qualification of eligible bidders; the financial proposals of only technically qualified bidders shall be opened on the date and time announced latterly whereas the financial proposals of not qualified bidders shall be returned unopened.
- (f) The Bidder's name, bid withdrawals (if any), the presence of the requisite Bid Security, Price of Bids on opening of Financial Proposals and rebate for award of multiple contracts (if any) and such other details which the Client at its discretion, may consider appropriate will be announced at the Bid Opening.
- (g) The Client shall separately, and confidentially, evaluate each Bidder's Technical and Financial proposals in accordance with the evaluation criteria detailed in this RFP.
- (h) From the date and time of Proposal Opening until the time the Contract Agreement is awarded, any Bidder wishing to contact the IUB on any matter related to this tender must do so in writing at the IUB's address noted above. Any effort by any Bidder to influence the Client in its evaluation of technical and/or financial proposals shall be a violation and may result in the rejection of the Bidder's proposal.

#### C.5 Proposal due date.

Bidders are required to transmit proposals, in two separately sealed envelopes (marked Original and Copy) in one bound package to be received by the Client on or before 19<sup>th</sup> May 2021 by 11:00 AM and shall be opened on the same date at 11:30 AM on the following address:

Office of the Project Director

The Islamia University of Bahawalpur, Baghdad ul Jadeed Campus Bahawalpur.

#### C.6 Pre-Bid Conference

Bidders are invited, and strongly encouraged, to attend a pre-bid conference organized, and to be conducted, by the Client at following schedule:

Date: 06<sup>th</sup> May, 2021.

Time: 11:00 AM

Location: Directorate of Engineering, Baghdad ul Jadeed Campus, Bahawalpur.

Prior to the Pre-Bid Conference, Bidders are invited to submit written questions concerning the Project requirements, this RFP/bid document or other related matters pertinent to the Project. All such questions should be submitted to Mr. Afzal Ahmed, Director Planning & Development email address (director.planning@iub.edu.pk), before pre-bid conference. The Client will conduct the pre-bid conference, record all questions, both written and verbal, posed by Bidders, record all answers provided thereto, and provide a written Pre-Bid Conference Memorandum or, if required, RFP addendum to each Bidder. The Client will not, during the Pre-Bid Conference, modify in any material respect any provision or term of this RFP unless such modification is made as a written addendum thereto prepared by the Client and disseminated to all Bidders.

#### C.7 Confidentiality

After the Bid Opening, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of a Contract shall not be disclosed to Bidders, or other persons not concerned with such process, until the award of the Contract is announced.

Any effort by a Bidder to influence the Client in the process of examination, clarification, comparison and evaluation of Bids, or decisions concerning award of a Contract, may result in the rejection of that Bidder's Bid(s).

#### C.8 Guarantees

Upon selection by the Client, the successful Bidder will be required, within a period of 15 (Fifteen) days, to enter into a Contract Agreement with the Client and Construction Phase by submitting Performance Bond 5% (five percent) of the value of Project.

Failure to fulfill any of the above requirements within the specified time will, unless otherwise agreed by the both parties, result in the forfeiture of the **Bidder's Bid Security.** 

In the event of the successful Bidder forfeiting its Bid Security the Client may, at its discretion, either invite next Bidder to negotiate or to terminate the Bidding Process.

#### D. MINIMUM TECHNICAL INFORMATION REQUIRED

- **D.1** Following technical information is required for Technical Evaluation with documentary evidence:
  - a. SECP Registration Certificate/Partnership Firm Registration Document.
  - b. National Tax Number (NTN), General sales Tax Number (STRN) Punjab Revenue Authority (PRA).
  - c. An Applicant who is barred/ blacklisted or disqualified either by any Government/ Department / Agency / Authority would not be eligible to submit the Proposal. The Applicant will submit an undertaking in this regard.
  - d. PEC valid License, category CA.
  - e. Experience of constructing the Building and Infrastructure development during the last 3 years.
  - f. Audited Financial statements of last 3 years, turnover of last year shall be at-least Rs. 1000 Million.
  - g. The Applicant shall have a valid registration with EOBI / PESSI/ Labor department to ensure that the staff employed adheres to the guidelines/ founding principles laid to perform as per laws in vogue with rest to labor laws.
  - h. Documentary proof of registration of Insurance/EOBI of at-least 100 staff members.
  - i. Organogram and CVs of Technical Staff.
  - j. ISO Certification.
  - k. List of Machinery and Equipment (Fixed Assets)

#### E. FINANCIAL INFORMATION REQUIRED

#### **E.1** Minimum Financial Information

Following financial information, the Client requires each Bidder to submit in their proposal:

- Financial Model which support the schedule and successful completion of the Project.
- b. Finance Period
- c. Interest Rate (How much percentage a contractor wants to take over its total construction cost agreed with the Client)
- d. Abeyance Period [Grace Period] (How much time period a contractor can offer to the Client to reclaim its investment amount)

#### **E.2** Currencies

Bidders are required to express all financial calculations in Pak Rupees.

#### F. Bidding Method & Evaluation

**Bidding Method** 

According to PPRA rule 38 (2) (a) 2014, Single Stage Two Envelopes Bidding Procedure shall be adopted.

#### **EVALUATION PROCESS, CRITERION AND PROCEDURES**

#### F.1.1 Mandatory Qualification Criteria

The Applicant must comply with all the mandatory parameters. In case of noncompliance of any mandatory parameter, the Applicant shall be declared as non-responsive and shall not be considered for further evaluation for marking parameters.

Must comply with the following to become responsive for evaluation of technical proposal:

- 1. An Applicant shall be registered entity with SECP/ Partnership Firm (Sole Proprietor will be not entertained).
- 2. The Applicant must be an active tax payer. Punjab Revenue Authority (PRA) registration, National Tax Number (NTN) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by Applicant(s).
- An Applicant who is barred/ blacklisted or disqualified either by any Government/ Department / Agency / Authority would not be eligible to submit the Proposal. The Applicant will submit an undertaking in this regard.
- 4. An Applicant shall be registered with PEC in category CA.

#### F.1.2 **EVALUATION CRITERIA**

The responsive proposal shall be evaluated further, for which technical criteria is given below:

Ser	Category	Marks
1	Mandatory Qualification	25
2	Technical Strength	25
3	Experience of the Firm	10
4	Technical Personnel	20
5	Financial Strength	20
	TOTAL	100

#### **F.1.2.1 Mandatory Qualification**

The application should be registered with following departments, if not then no marks will be given to applicant and his application will be rejected.

Ser	Category	Marks
1.	SECP Registration / Partnership Firm	05
2.	NTN, STRN and PRA Registration	05
3.	PEC Registration in Category CA	10
4.	Litigation History	05
	In case the firm in involved in any litigation, no marks will be given, point will	
	be added in case affidavit to the effect that the firm has neither been involved	

in any litigation nor blacklisted by any agency on judicial stamp paper attested verify by oath commissioner or notary public attested in original.	
Total	25

## F.1.2.2. Company/Technical Strength

Ser	Description	Marks
1	PEC valid License, category CA with specialization CE-01, CE-09, CE-10, EE-04, ME-07	05
3	Excise & Taxation Registration Certificate	02
4	Trade License	03
5	Chamber of Commerce & Industry Registration	02
6	Bank Credit Line	03
7	ISO Certification	05
8	EOBI, Labor Department Registration	05
	Total	25

## F.1.2.3. Experience of the firm:

Ser	Description	Explanation for Marks obtained	Marks
1	Projects of similar nature and complexity completed in last five years	Firm top two (02) best projects in last five years on basis of completion cost along with proof of work order and completion certificate from the relevant organization.	05
2.	Projects of Similar nature and complexity in hand	Firm top two (02) best projects in hand on basis of work order cost along with proof of work order in support from the relevant department / organization	05
	10		

**Note:** Similar work having cost not less than 500 Million is required and more than Rs. 500 Million will also be considered.

#### F.1.2.4. Technical Personnel

Detail of key personnel staff with the following information in support.

- i. Detailed CV's
- ii. Photocopies of PEC card (For engineer only)
- iii. Photocopy of CNIC

Ser	Key staff	Nos	Min Qualification	Experience in years	Marks
1.	Project Manager	1	B.Sc Civil Engineer	Min 12 Yrs	6
2.	Site Engineer	1	B.Sc Civil Engineer	07 Yrs	2
3.	Site Engineer	1	B.Sc Elect Engineer	05	2
4.	Site Engineer	1	B.Sc Mech,	05	2
5.	Agriculture Engineer	1	BSc Agri Engr (Must be registered as Professional Engineer with PEC)	20-25	4
6.	Supervisors	4	DAE	07	4
	Total				

#### F.1.2.5. Financial Soundness

For financial status assessment, the Applicants must have to submit Audited financial statements for the last three years or Bank statements.

No marks are given in case of turnover is below than 1,000 million of last year.

Ser	Description	Marks
1.	Financial Audited Statements (last 3 years)	10
2.	Last year turnover 1000 million (05 Marks)	10
	Last year turnover more than 1000 million (10 Marks)	
	Total Marks	20

#### Minimum Marks Required: 80

**F.1.3** The financial proposal of only technically qualified bidders shall be opened. The financial evaluation of the proposal shall be according to the financial evaluation as given in E.1. Incomplete proposals shall stand rejected.

#### G. Proposal Evaluation

- (a) Clarification of proposals:
  - (i) The Client may ask Bidders for clarifications/presentation of their proposals in order to assist in the examination, evaluation and comparison of proposals. No change in a matter of substance in the proposal, including changes in price and changes aimed at making an unresponsive tender responsive, shall not be permitted.
  - (ii) When clarification of proposals is required, the Client shall maintain a written "Minutes of Clarification" report. Any clarification will be intimated to all bidders. Adequate notice should be given to the Bidder prior to conducting the meeting.

- (b) It may be necessary for the Client to reject all proposals:
  - (i) Client may reject all proposals at any time prior to the award. The Client shall upon request communicate to Bidders that submitted a proposal, the grounds for its rejection of all bids, but is not required to justify those grounds.
  - (ii) The Client shall incur no liability, solely by virtue of its invoking this provision and rejecting all submitted proposals.
  - (iii) Annulment of process/Notice of the rejection of all proposals shall be given to all Bidders that submitted proposals.
- (c) It may be necessary for the Client to reject a responsive proposal from a responsive Bidder. The Client shall reject a proposal if the Bidder that submitted it offers, gives or agrees to give, directly or indirectly, to any current officer or employee of the Client or other governmental authority a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or decision of, or procedure followed by, the Client in connection with the proposal evaluation. Such rejection of the proposal and the reasons therefore shall be recorded in the record of the proceedings and communicated to the Bidder.

#### H. Rejection of Proposals

- The Client may reject all proposals at any time prior to the acceptance of a proposal. The Client shall upon request communicate to the Applicant who participated in the process seeking the reasons for its proposal's rejection, but is not required to justify those grounds.
- 2. Notice of rejection of all proposals shall be given promptly to the concerned Applicant(s) that submitted proposals.

#### I. Bid Bond

To be responsive to the IUB's requirements and to be considered for an award, each Bidder provides as a part of its Proposal a Bid Bond @ 2% of the T.S Cost in the amount of PKR. The Bid Bond shall be denominated in Pakistani Rupees, and shall be in the form of a bank draft or a guarantee from a scheduled bank located in the Islamic Republic of Pakistan or an Insurance Bond from AA rated Insurance Company acceptable to the Client as per rules.

The format of the Bank Guarantee shall be in accordance with the sample bid security attached at. The Bid Bond shall be valid for a period of at least 90 days from the date submission of proposal. The Client shall return Bid Bonds of all Bidders after the successful Bidder has signed the Contract Agreement or in the event the Client has rejected all proposals. The Bid Bond may be forfeited if the Bidder withdraws its proposals during the period of bid validity or, if it is the successful Bidder, fails to provide the required Performance bond.

#### J. Award and Notice to Proceed

The Client shall award the contract to the Bidder submitting the highest evaluated proposal as the Contractor.

- (a) If the Bidder submitting the successful proposal is requested to demonstrate again its qualifications in accordance with this provision but fails to do so, the Client shall reject that proposal and shall select a successful proposal from among the remaining proposals, subject to the right of the client to reject all remaining proposals.
- (b) the Client shall promptly notify about the Bidder submitting the highest evaluated acceptable proposal.
- (c) the Client may issue a Letter of Intent (LOI) to the successful bidder stipulating fixed conditions and other requirements.
- (d) the Client may issue a Letter of Support (LOS) to the successful bidder and inviting him for negotiation.
- (e) The draft negotiated Contract Agreement shall then be submitted to Board of Directors of the Client for approval and award.
- (f) If the successful Bidder and the Client fail to agree or execute the Contract, the client may recommend, from among the remaining proposals that are in force, award to the next highest evaluated Bidder, subject to the right of the client to reject all remaining proposals.
- (g) After receiving the approval, the client shall sign the Agreements and thereafter issue to the successful Bidder a notice to proceed with the project.

#### K. Redressal of Grievances

- 1. The Client shall constitute a committee, comprising odd number of persons, with proper powers and authorizations, to address the complaints of Applicant(s) that may occur during the procurement process.
- 2. Any Applicant feeling aggrieved by any act of the client after the submission of their proposal may lodge a written complaint concerning his grievances not later than 10 Days after the announcement of Proposal Evaluation Report.
- 3. The committee shall investigate and decide upon the complaint as per rule 67 of PPRA-2014.

#### PART-III Bid Data Sheet

**1.1** The name of the Project:

REQUEST FOR PROPOSAL (RFP) FOR FINANCING AND CONSTRUCTION OF BUILDINGS & INFRASTUCTURE DEVELOPMENT UNDER AN ARRANGEMENT OF COST REIMBURSEMENT BY CLIENT AT THE ISLAMIA UNIVERSITY BAHAWALPUR.

**1.2** Name and address of the Employer:

The Islamia University of Bahawalpur, Baghdad ul Jadeed Campus, Bahawalpur.

- **1.3** The names and addresses of the Employer's Representative for Monitoring and Implementation.
  - 1. Mr Afzaal Ahmad, Director P & D
  - 2. Mr Shahzad Asif Qureshi, Project Director
- **2.0** The Documents are:
  - i. Letter of Invitation
  - ii. Minimum contractual (technical) requirements
  - iii. Minimum Financial requirements
  - iv. Evaluation Process Criterion and procedures
  - v. Financial Bid Form
  - vi. Appendices & Sample Forms
- **3.0** The number of copies of the Proposal/Documents required:
  - i. Qualification Document (One Original & one copy)
  - ii. Technical Proposal (One Original & one copy)
  - iii. Financial Proposal (One Original)
- **3.1** The address for seeking clarification and writing on the proposal:

Afzal Ahmad The Islamia University Bahawalpur, Baghdad-ul Jadeed Campus, Bahawalpur.

- 3.2 The Bid Submission and Opening Date and Time is as follow: -
  - The date and time of submission of Technical and Financial Proposals is on 19<sup>th</sup>
     May, 2021 at 11:00 AM
    - ii. The Technical Proposal shall be opened on 19<sup>th</sup> May 2021 at 11:30 hour at Directorate of Engineering, Baghdad ul Jadeed Campus, Bahawalpur in presence of bidder or authorized representative who wishes to attend.
  - iii. The date of opening of Financial Proposals shall be communicated later on to only those bidders who qualify.

#### 4. Bid Security

Each proposal shall be accompanied by a bid security in the form of demand draft/pay order or Bank guarantee from scheduled bank or an Insurance Bond (As per Rule) from AA rated Insurance Company @ 2% of T.S Cost in favor of Project Director/IUB.

Validity Period is 90 days.

#### 5. Venue, time and date of the pre-bid conference:

Date: 6<sup>th</sup> May, 2021.

Time: 11:00 AM

Location: Directorate of Engineering, Baghdad ul Jadeed Campus, The Islamia

University of Bahawalpur Bahawalpur.

#### 6. Construction Period

Twenty-Four (24) months from the date of Letter of Award (LOA).

### 7. Defect Liability Period including Technical Support & Maintenance

One (01) year after the date of completion / handing over.

#### **PART IV APPENDICES**

# COMPLIANCE SHEET (Must be filled by bidder)

Information Required	Information Provided	Flag/Page No
Covering Letter		
PEC Certificate		
Bidders Organization Setup (Company/ Partnership Firm)		
Last Three (03) Years Audit Reports		
Bidders relevant Experience		
Bidders General Experience		
Similar projects in last five (05) years		
Ongoing Project in Pakistan with Cost of Contract		
Power of Attorney to sign the contract		

# **Letter of Application**

Contact 2	Telephone 2	
Contact 1	Telephone 1	
for further information, if nee	eded.	
_ ,	norized representatives may contact the following persons	
and/or competence of the A	pplicant.	
information provided in this	application, or with regard to the resources, experience,	
authorized representative	for the purpose of verification of the statements and	
such information as is de	emed necessary and requested by yourselves or such	
representative of any institu	ution referred to in the supporting information, to provide	
Application will also serv	ve as authorization to any individual or authorized	
bankers and clients regard	ding any financial and technical aspects. This Letter of	
submitted in connection wi	th this application, and to seek any clarification from our	
any inquiries or investigation	ons to verify the statements, documents, and information	
3. Your Agency and its aut	horized representatives are hereby authorized to conduct	
registration.		
	(for applicants who are corporations); or the place of	
legal status;(b) The principal place of business of the Applicant(s); and (c) The date		
	e copies of original documents defining: (a) The Applicant's	
[name of the Project] project  2. Attached to this letter are		
	er for the following contract under the	
•	ood all the bidding information provided, the undersigned	
	or "Applicants" as the context so permits), and having	
	to represent and act on behalf of	
Sir,	to represent and get on hehalf of	
_	ne and address of the Employer]	
Date:	on and address of the Employer	
	uressj	
Letterhead paper of the App telex no., cable and email ad	licant including full postal address, telephone no. fax no.,	

- 5. This application is made with the full understanding that: (a) Bids by applicants will be subject to verification of all information submitted for prequalification at the time of bidding; (b) Your Agency reserves the right to:
- (i) Amend the scope and value of contract under this project; in such event bids will only be called from qualified bidders who meet the revised requirements; and
- (ii) Reject or accept any application, cancel the prequalification process, and reject applications; and (c) Your Agency shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.
- (c) Your Agency shall not be liable for consequence of, and shall be under no obligation to inform the applicant of the grounds for, actions taken under Para 5(b) here above.
- 6. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed	Signed
Name	Name
For and on behalf of	For and on behalf of
(name of Applicant)	(name of Applicant)

## **Application Form A-1**

#### **General Information**

All individual firms are requested to complete the information in this form. Where the Applicant proposes to use named subcontractors for critical components of the Works or for work contents in excess of 10 percent of the value of the whole Works, the following information should also be supplied for the specialist subcontractor(s).

1	Name of Firm	
2	Head Office Address	
3	Telephone	Contact Person: Name:
4	Fax	Telex
5	Place of incorporation/Registration	Year of incorporation/registration

## **Application Form A-2**

<u>General</u>	Experience Record
	-
Name of	Annlicant

All firms are requested to complete the information in this form. The information supplied should be the annual turnover of the Applicant, in terms of the amounts billed to clients for each year for work in progress or completed over the past three years.

Annual Turnover (Construction only)  Year Turnover Turnover		
i <del>C</del> ai	Turnover	Turriover ii
	(in Pak Rupees)	Millions.
1.		
2.		
3.		

Particular Experience Rec	ord
---------------------------	-----

Name of App	olicant	

the Applicant shall be required to pass the specified requirements applicable to this form, as set out in the: "Instructions to Applicants".

On a separate page, using the format of Application Form A-5, each applicant is required to list all contracts of a similar nature and complexity to the contract undertaken during the last five years. The information is to be summarized, using Application Form A-5, for each contract completed or under execution by the applicant.

Where the Applicant proposes to use named subcontractor(s) for critical components of the Works or for work contents in excess of 10 percent of the value of the whole Works, the information in the afore-mentioned forms should also be supplied for each specialist subcontractor.

# **Application Form A-4**

# **Contracts of Similar Nature and Complexity**

Name of Applicant	
Use a separate sheet for each contract.	

1	Name of Contract		
	Country		
2	Name of Employer		
3	Employer Address		
4	Nature of works and special features relevant to the contract for which the		
	Applicant wishes to prequalify		
5	Contract Role (Tick One)		
	(a) Sole Contractor		
	(b) Sub- Contractor		
6	Value of the total contract (in specified currencies) at completion, or at date of		
	award for current contract		
	Currency		
7	Value in Pak/Rs		
8	Date of Award		
9	Date of Completion		
10	Contract Duration (Years and Months)		
	YearsMonths		
11	Specified Requirements		

## **Application Form A-5**

Current Commitme	<u>nts/works in Progress</u>	ı
Name of Applicant		

Applicant(s) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which substantial Completion Certificate has yet to be issued.

Name of Contract	Value of Outstanding work (Pak Rs. Millions)	Estimated Completion Date
1.		
2.		
3.		
4.		
5.		
6.		

Personnel (	Capabilities
-------------	--------------

Name of Applicant	
-------------------	--

For specific positions essential to contract implementation, Applicants should provide the names of candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets of using one Form for each candidate (Application Form A-8).

Title of Position
Name of Prime Candidate
Title of Position
Name of Prime Candidate
Title of Position
Name of Prime Candidate
Title of Position
Name of Prime Candidate
Title of Position
Name of Prime Candidate
Title of Position
Name of Prime Candidate

#### **Candidate Summary**

Name of Applicant

	Position	Candidate
	Name of Candidate	2. Date of Birth
Candidate	3. Professional Qualification	
information		
	4. Name of employer	
	5. Address of employer	
Present employment		
	Telephone	Contact (manager/personnel officer)
	Fax	Telex
	Job title of candidate	Years with present employer

Summarize professional experience over the last 10 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Month/ Date/year		Company / Project / Position / Relevant technical and management experience
From	То	

# **Application Form A-8**

<u>Equipment Capabilities</u>
-------------------------------

Name of Applicant						
The Applicant shall provide	adequate inform	ation to dem	onstrate o	clearly th	hat h	e has

the capability to meet the requirements for each and all items of equipment listed in

the Instructions to Applicants.

Item of Equi	pment	
	Name of manufacturer	Model and power rating
Equipment		
information	Capacity	Year of manufacture
	Current location	
Current status	Details of current commitments	
Source	Indicate source of the equipment Owned Rented Leased	

Financial Cap	<u>ability</u>	
Name of Applic	cant	
Applicants sho	ould provide financial information to	o demonstrate that they meet the
requirements s	stated in the Instructions to Applica	nts. Each applicant must fill-in this
form. If necess	ary, use separate sheets to provide	complete banker information. A
Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

copy of the audited balance sheets should be attached.

Summarize actual assets and liabilities in Pak Rupees for the previous three years, based upon known commitments, projected assets and liabilities in Pak Rupees.

Financial information in Pak Rs.	Detail of Last three year		
	1	2	3
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			
5. Profits before taxes			
6. Profits after taxes			

Specific proposed sources of financing to meet the cash flow of the Project, net of current commitments.

Source of financing	Amount (Pak Rs.)
1.	
2.	
3.	
4.	

Attach audited financial statements for the last three years.

Firms may submit their audited financial statements certified by a QCR/ICAP registered accountant.

# **Application Form A-10**

<u>Litigation History</u>
Name of Applicant
Applicants should provide information on any history of litigation and/or arbitration
resulting from contracts executed in the last five years or currently under execution.

Year	Award for or Against Applicant	Name of client, cause of litigation/ arbitration, and matter in dispute	Disputed Amount (current value Pak Rs.)

# FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No	Executed on	Expiry date	
[Letter by the Guara	ntor to the Employer]		
Name of Guarantor	(Bank) with address:	Name of Contractor with address: Penal	
Sum of Security (ex	oress in words and figures)		
Letter of Acceptance	e No	Dated	
KNOW ALL MEN	BY THESE PRESENTS, 1	that in pursuance of the terms of the Bidd	ling
Documents and abo	ove said Letter of Acceptan	ce (hereinafter called the Documents) and at	the
request of the said	Principal we, the Guaranto	r above named, are held and firmly bound u	nto
the	_(hereinafter called the En	nployer) in the penal sum of the amount sta	ted
above for the paym	ent of which sum well and	truly to be made to the said Employer, we b	ind
ourselves, our heirs	, executors, administrators	and successors, jointly and severally, firmly	by
these presents.			
THE CONDITION C	F THIS OBLIGATION IS	SUCH, that whereas the Principal has accep	ted
the Employer's above	e said Letter of Acceptance	<del>)</del>	
for	(Name of Contractor) for the	ne(Name of Project).	

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements, Defects after Taking Over, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We,(the Guarantor),	waiving all objections and defenses under the Contract,
do hereby irrevocably and independen	tly guarantee to pay to the Employer without delay upon
the Employer's first written demand	without cavil or arguments and without requiring the
Employer to prove or to show grounds	or reasons for such demand any sum or sums up to the
amount stated above, against the Emp	ployer's written declaration that the Principal has refused
or failed to perform the obligations un	der the Contract which payment will be effected by the
Guarantor to Employer's designated Ba	ank & Account Number.
PROVIDED ALSO THAT the Employer	shall be the sole and final judge for deciding whether the
Principal (Contractor) has duly perform	ed his obligations under the Contract or has defaulted in
fulfilling said obligations and the Guara	antor shall pay without objection any sum or sums up to
the amount stated above upon first writ	ten demand from the Employer forthwith and without any
reference to the Principal or any other p	person.
IN WITNESS WHEREOF, the above-bo	ounden Guarantor has executed this Instrument under its
seal on the date indicated above, the	name and corporate seal of the Guarantor being hereto
affixed and these presents duly signed	by its undersigned representative, pursuant to authority
of its governing body.	
	Guarantor (Bank)
Witness:	
1	Signature
	Name
Corporate Secretary (Seal)	Title

Name, Title & Address

Corporate Guarantor (Seal)

#### **BID SECURITY**

#### (Bank Guarantee)

Secur	ecurity Executed on	
	(Date)	
Name	ame of Surety (Bank) with Address:	_
	(Scheduled Bank in Pakistan)	
Name	ame of Principal (Bidder) with Address	
Penal	enal Sum of Security Rupees(Rs	_ _)
Bid R	id Reference No.	
	NOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid are the said Principal (Bidder) we, the Surety above named, are held and firmly bound un	•
and t	nereinafter called the 'Employer') in the sum stated above for the payment of and truly to be made, we bind ourselves, our heirs, executors, administrators bintly and severally, firmly by these presents.	
the ac	HE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Biddene accompanying Bid datedfor Bid Nofor(Particula and Employer; and	
Bid S	HEREAS, the Employer has required as a condition for considering said Bid that the lid Security in the above said sum from a Scheduled Bank in Pakistan or from a founter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as ur	oreign bank duly
(1)	that the Bid Security shall remain in force up to and including the date 2 deadline for validity of bids as stated in the Instructions to Bidders extended by the Employer, notice of which extension(s) to the Surety is h	or as it may be
(2)	that the Bid Security of unsuccessful Bidders will be returned by the Employer validity or upon signing of the Contract Agreement; and	after expiry of its
(3)	that in the event of failure of the successful Bidder to execute the pro-	oposed Contract

Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction

to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:		Signature
1		Name
		Title
Corporate Secretary (So	eal)	Corporate Guarantor (Seal)
2		
Name, Title & Address		