

**PROJECT MANAGEMENT UNIT (PMU)
COMMUNICATION & WORKS DEPARTMENT PESHAWAR**
"Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE)"



RESPONSE TO CLARIFICATIONS

PRE-BID Queries on the RFB for Contracting Agency

For

Package -01: Upgradation of Abbottabad - Thandiani Road (Length: 24.377 Km)

REF No: PK-KP C&W – 225741 – CW – RFB

Project: Package-02: Up gradation of Mankial – Beda Sarai Road (Length: 22.00 Km)

REF No: PK-KP C&W – 225759 – CW – RFB


PROJECT DIRECTOR
Project Management Unit (PMU)
KITE C&W Deptt: Peshawar

**MINUTES OF THE PRE-BID MEETING HELD ON APRIL 08, 2021 IN THE OFFICE OF
PROJECT MANAGEMENT UNIT – KITE – C&W AT 11.00 AM**

As per ITB 704, a Pre-Bid meeting was held in the Office of the Project Management Unit – KITE – C&W on April 08, 2021 at 11.00 am. Following attended the meeting

1. Engr. Jalal-Ud-din Mehsud, Project Director, PMU, KITE, C & W Department (Chairperson);
2. Engr. Azmat Ali, Procurement Expert, PMU, KITE, C & W Department;
3. Engr. Imran Gandapur, CRE, NESPAK;
4. Engr. Meraj Gul, Office Manager, NESPAK;

Bidder (In person)

1. Engr. Bilal Hussain, P.E, CHMGC;
2. Engr. Zeeshan Ul Haq, Civil Engineer, CRBC;
3. Mr. Muhammad Yousaf, C.Q.S, Probuilt Construction Pvt Ltd;
4. Mr. Hayat Muhammad, Q.S, Probuilt Construction Pvt Ltd;
5. Mr. Khubaib Anwar, Nill, Akhunzada Associate;
6. Engr. Muhammad Asim, Jr. Engineer, CRCC;
7. Engr. Amin Ud Din, G.M, CALSON;
8. Mr. Faisal Jamal, Director, MATRACON PAK (PVT.) LTD;
9. Mr. Qaiser Mehmood, Manager Contract, MATRACON PAK (PVT.) LTD;
10. Mr. Muhammad Usman, P.E, A.M ASSOCIATES;
11. Mr. Adeel Shehzad, Manager Planning, HRL;
12. Mr. Khwaj M.Khan, M.D, NKB;
13. Mr. Sheraz, Q.S, NKB;

On Line

1. Mr. Tanveer Ahmad, Marketing Assistant, CCECC (Online Zoom Meeting);
2. Mr. Amjad Haneef, Marketing Assistant, MSK International (Online Zoom Meeting);
3. Mr. Syed Abdul Hussain Jafri, Chief Engineer, MAKCOM (Online Zoom Meeting);
4. Mr. Faisal Khan, Director, Abdul Hakeem Khan & Sons(Online Zoom Meeting);

(Attendance Sheet attached)

The observations / queries raised and responded are as under


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Pre-Bid Queries and Replies

S. No.	BID DOCUMENT REFERENCE	CLARIFICATION REQUESTED	CLARIFICATION / CORRIGENDUM
1	Section III Evaluation & Qualification Criteria 3.2 Average Annual Construction Turnover	The required Average Annual Turnover is higher than the Project Cost. Please clarify.	Remains intact as given in the RFB
2	Section IV Bidding Forms, Bill No. 6 General Items Item No. SP-603	Site Office Drawings are missing in the tender drawings.	May be downloaded from the RFB given on websites
3	Section IV Bidding Forms, Bill No. 5 Ancillary Works Item No. SP-603	Tuck Shop Design Drawings are missing in the tender drawings.	May be downloaded from the RFB given on websites
4	Nil	Do key activities only include the fill sub base and base course?	Details available in Tender Drawings
5	Nil	Can we provide credit line from local bank or not?	Affirmative
6	Nil	Can you accept the bid security directly issued by the bank in china?	Please review RFB to understand acceptability of bid security
7	Nil	Mobilization advance may be made @ 15 % of contract price against insurance bond from AA rated company. Such a provision is available in PEC bidding documents.	Please refer to RFB for understanding acceptable advance security. No other security would be admissible. Also note that procurement is referenced to World Bank Procurement Regulations
8	Nil	Bid Security, Performance security and Mobilization Advance Guarantees in the form of Insurance bond from AA rated company may be allowed. Such a provision is available in PEC bidding documents. Same pattern is followed in NHA, DHA, PAF base Bholari, FGEHA and other several procuring agencies.	As above
9	Nil	Form of Performance Security for E & S may be allowed in the form Corporate Guarantee as said Guarantee is not so common and difficult to get arranged from banks/insurance company.	As above
10	Nil	Time for payment to the Contractor may be reduced to 14 days after certification by The Engineer.	Remains unchanged as given in the RFB
11	Nil	Minimum amount of interim payment certificate may be reduced to 3% of accepted contract price to ease cash flow for the contractor.	Agreed and incorporated in the Addendum No.1.
12	Nil	Qualification Criteria (Experience) for specific construction contract may be changed from last 5 years to last 10 years.	Remains unchanged as given in the RFB
13	Nil	Refer to Clause 14.5, please specify the material list in Contract Data. Especially, Steel, Cement, aggregate may be considered for same.	Already specified in Sub-Clause 14.2.4 of the PCC

14	Nil	Please elaborate the applicability of taxes.	Taxes will be deducted as per prevailing law of the land and bidders are advised to familiarize themselves with their tax responsibilities
15	Nil	Day Work- Do we have to fill the rates for day works as well? Because the total amount is already mentioned in it.	Refer to Section IV of the RFB (Day Work Schedule)
16	Section II-Bid Data Sheet (BDS), ITB 34.2, Contractor's proposed subcontracting:	Maximum percentage of subcontracting permitted is: 10 % of the total contract amount or 10% of the volume of work.	Remains unchanged as given in the RFB
17	Section III- Evaluation and Qualification Criteria, 4.2: a. Specific Construction & Contract Management Experience:	Specific Construction & Contract Management Experience: (01 Contract have value 1000 & 2000 Millions) Please also (30% & 70%) Thirty and Seventy percent consider.	Remains unchanged as given in the RFB
18	Nil	Considering the nature and complexity of works, which category of contractors can apply for the works as per PEC bylaws	Procurement is referenced to World Bank Procurement Regulations. No other Rules or bylaws are admissible.
19	Nil	Is it mandatory for foreign contractors to get registered with PEC before participation in the bidding?	The PEC registration etc would only apply prior to receiving sums under contract
20	ITB-4.6 of BDS & No. 1.4 of Qualification Criteria	Please clarify that whether state owned enterprise or institutions from borrower country cannot apply for bidding or any state owned enterprise or institutions from any country cannot apply for bidding.	Applicable only on for borrower country
21	SP-603	The contractor may be allowed to quote per Sft rate for Rest Area instead of 1 Job to avoid complication in execution of work.	Agreed and incorporated in the Addendum No.1.
22	Conditions of Contract under Clause 14.2:	The total mobilization advance payment is allowed up to Ten Percent (10%) of Accepted Contract Amount. Considering the site situations and difficulties that may arise in mobilization the Contractor's Resources on site, it is requested that the Mobilization Advance Payment may please be increased up to Fifteen Percent (15%) of Accepted Contract Amount against the Insurance Guarantee.	Remains intact as given in the RFB
23	Conditions of Contract under Clause 14.2:	Contractor will have to submit the Environmental & Social (ES) performance security of an amount equal to Five (5%)	Remains intact as given in the RFB

		of the Accepted Contract Amount in the form of Bank Guarantee. It is requested that the said guarantee is not generally required for the projects in Pakistan. Therefore, the Bank are generally reluctant in issuing Bank Guarantees on new format and matters. It is requested that said guarantee should be avoided or if necessary, then it should be changed to Insurance Guarantee.	
24	Table of Adjustment Data	The Table of Adjustment Data, Factor for adjustment of price of steel is not incorporated. It should be reconsidered.	The total amount calculated for steel is less than 5% of the contract amount and therefore cannot be considered for Price Adjustment
25	Nil	Regarding Past Experience in Environmental and Social Management, in case of the project did not suspended for any reason related to ES or the contractor had not been disqualified from any Bank due to non-performing the ES requirements, whether any specific Certificate or document other than Project Award and Completion Certificates is required or not?	Clearly stated in the RFB
26	ITB / BDS 4.1	It is requested to increase the maximum number of members in JV to at least three (03) for Four (04) for smooth and timely completion of the works.	Remains intact as given in the RFB
27	ITB 15.1 / Section IV, Page 59	It is requested since the subject bid falls under International Competitive Bidding; hence Foreign Currency Payment Component may please be allowed.	Already Allowed
28	Section VII Work's requirements specification GCC and Particular Conditions A & B 12.2 Method of Measurement.	These MRS 2020 Technical Specifications may contradict the method of measurements and mode of payments, hence it is requested to prepare dedicated Technical Specifications which shall be in total compliance with bill of Quantities and Procurement Requirements.	Remains intact as given in the RFB
29	GCC. Particular Conditions A & B 1.1.73, Section Not Applicable	It is requested to consider Rest Areas as a Section as per provision of the Bidding Documents and Contract Agreement.	The observation is not valid as the cost impact of Rest Area is too less as compared to the overall project cost. Also, the scope for construction of Rest Area is nominal and the contractor needs to complete the activities within the defined contract completion time.
30	GCC. Particular Conditions A & B 6.1, Engagement of staff and Labor	The Deployment of these Internee Engineers may please be added as a paid item at Bidding Forms Section IV "Bill" of Quantities / Bill No.06 General Item.	Cannot be considered as paid item. Remains intact as given in the RFB.
31	GCC. Particular Conditions A & B	The payment for varied items of works or	Remains intact as given in the RFB

	12.3, Percent Profit for NON-BOQ Items	variation shall be evaluated as per Market Rate Analysis basis as submitted by the Contractor and as per Engineer's Determination under Clause 3.7.2 of GCC and PCC.	
32	GCC and Particular Conditions A & B 14.2.3, Repayment of amortization of advance payment	Recovery shall be commenced when work done exceeds 30% of the portion of the Accepted Contract Amount payable (Gross Work Done) less Provisional Sums.	Agreed and have been incorporated in the Addendum No.1.
33	Sub-Clause 3.6, Replacement of the Engineer	The original time period of 42 days may please be reinstated as 21 days are too less time for pending approvals and certifications under the Contract.	Agreed and have been incorporated in the Addendum No.1.
34	Sub-Clause 4.2.1, Contactor's Obligation	It is requested to reinstate the subject clause to its original state for the purpose of balance contract which provides equal opportunity to both parties i.e. Employer and Contractor.	Remains intact as given in the RFB
35	Sub-Clause 13.7, Adjustments of Change in Cost	The base weightages (coefficients) for each of the factor of cost stated in the table (s) of adjustment data shall be adjusted as a result of Variations.	Remains intact as given in the RFB


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