



PEDO
PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION
Government of Khyber Pakhtunkhwa



No. 4305/PEDO /PD/ACEP
Dated Peshawar the 11 /01/2024

To


All Intending Bidders

SUBJECT: MINUTES OF PRE-BID MEETING ON REHABILITATION OF FLOOD DAMAGED 75 Nos. MINI/MICRO HYDROPOWER PROJECTS IN VARIOUS DISTRICTS OF KHYBER PAKHTUNKHWA – 06 LOTS

Reference: INF(P) 3027/2023, Tender Notice under Post-qualification Procedure

Reference to the subject noted above and enclosed herewith the meeting of the minutes along with Addendum No-1 to the Bidding Documents for the subject mentioned project. The Pre-Bid meeting, pursuant to clause IB 17 of the bidding documents, was held on 01/01/2024 at 02:00 P.M in the committee room of PEDO House, Peshawar.

You are therefore intimated to finalize and submit your proposals accordingly.


Project Director
ACEP-MMHPPs, PEDO

CC:

1. PS to CEO, PEDO, Peshawar


Project Director
ACEP-MMHPPs, PEDO

**REHABILITATION OF FLOOD DAMAGED 75 Nos. MINI/MICRO HYDROPOWER
PROJECTS IN VARIOUS DISTRICTS OF KHYBER PAKHTUNKHWA – 06 LOTS**

ADDENDUM NO 01: REPLIES TO QUERIES OF BIDDERS OF THE PRE-BID MEETING DATED 01.01.2024

Note:

- Queries of all the bidders were discussed in detail through presentation on multimedia and are reflected in Addendum-1 to the bidding documents, in accordance with clause IB. 9 and will be part of the bidding documents under clause IB. 7.1 of the bidding documents of all the Lots i.e. (Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6).
- The similar queries received from various bidders, are replied once as it carries repetition of similar questions in the addendum.

S.No	Clause Reference	Queries/Suggestions of the Bidders	Discussion and Decision
1	Special Stipulations Clause 49.1	The stated defect liability period of 365 days is asking much more from the contractor for rehabilitation phase. This should be reduced to 6 months or 180 days.	Agreed The DLP period for each rehabilitated site is revised to 180 days.
2	General Query	There is no clarity on the Provisional Sum expenditure's heads under this budget line. There should be clear directions and permissible expense heads under this budget line.	Please refer to GCC 58.1 which is self-explanatory
3	PCC Sub-Clause 70.1	As a general practice for construction projects and under the provisions of PEC bidding documents, Price Adjustment should be permissible. Prevailing uncertainty of prices in the country, provision of this clause is required.	Agreed PCC 70.1 is revised and Appendix-C to Bid is retained
4	General Query	Cash flow will always be an issue which will affect the pace and progress ultimately. Therefore, the payment schedule should be more practical and project friendly. So Positive changes are requested.	Not Agreed
5	Data Sheet IB. 32.1	The Employer has limited the performance security instrument /form 50% to Bank Guarantee and 50% to insurance, whereas the KPPRA rules make it mandatory that it shall be furnish either in the form	Not Agreed

		<p>of bank guarantee or performance bond from any mandated insurance company.</p> <p>So in best interest of the project, it is requested to allow the performance security in form of insurance bond from a reputed insurance company.</p>	
6	General Query	<p>As per the given milestone, the payment is due after delivery of the E&M equipment. This clause may prove as the main hurdle in execution of the EME works.</p> <p>In order to ensure timely execution and delivery of the imported E & M equipment, some payment on order placement (40% minimum) may be included in the payment schedule.</p>	Not Agreed
7	GCC Sub- Clause 15.1	<p>The contractor shall upon the engineer's written instructions remove from the works any person employed by him who misconduct himself, or incompetent or negligent?</p> <p>Such micro management of the contractor staff and resources would never work for the betterment of the project and hence should be removed.</p>	Not Agreed
8	GCC Sub- Clause 21.1	<p>Works insurance? No insurance company in the project area. Normally refuse to insure Hydel Projects due to high risks involved in it.</p> <p>Therefore, this clause should be removed.</p>	Not Agreed
9	GCC Sub- Clause 23.1	<p>Contractor should not be liable for any 3rd party liabilities.</p>	Not Agreed
10	PCC Sub- Clause 20.4	<p>Forced Majeure (Natural Hazards, floods, sliding, earthquake (act of God) not included in the document. While working on any hydro project, this is very essential feature and must be covered under the forced majeure in the contract.</p>	<p>Agreed</p> <p>Act of God added to PCC 20.4</p>

11	PCC Sub- Clause 60.11	Mobilization advance limit against certain guaranty may be enhanced to maximum 30%.	Not Agreed
12	IB. 3.1	Kindly explain what does it meant by Duly prequalified/enlisted with the Employer? IB.3, 3.1(b). This eligibility criteria has to be deleted.	Already deleted, please refer to Bidding Data Sheet IB. 3.1
13	Data Sheet IB. 15.2	Why the BID security is 2% should be in form of Deposit at Call or Bank Guarantee from any scheduled bank in Pakistan against the KPPRA notification that it should be either in the form of bank guarantee from a scheduled bank or an insurance bond from an insurance company having at least AA rating from PACRA/JCR at the option of the contractor? IB.15, 15.2. The KPPRA notification in this regard should be followed in letter & spirit.	Not Agreed
14	Data Sheet IB. 32.1	Why the performance security is 10% when the works are that of rehabilitation (partial)? IB.32. As per KPPRA rules the Employer can go up to 10% maximum performance security. The performance security thus must reduce to 5% due to partial nature of works in the already existing projects.	Not Agreed
15	Special Stipulations Sub-Clause 47.1	Why amount of Liquidated Damages (Clause No. 47.1) is Rs. @ 0.05 % percent of the Contract Price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance whereas in the original contract it was up to the maximum limit of 5% of the Price of individual project(s) delayed as quoted in the financial bid submitted by the contractor, excluding Provisional Sums? SPECIAL STIPULATIONS Clause Conditions of Contract. This should be in line with the original contract of the whole works due the rehabilitation of few of the same works	Not Agreed

16	General Query	In case of inconsistency between BOQs and Drawings which one is to be given preference while preparing the Bids? It should be the BOQs that have to be given preference.	Please follow BOQ items and quantities
17	Data Sheet IB. 14.1	Bid validity period may kindly be reduced to 60 days as banks issue bid securities on quarterly basis i.e. if bid validity period is kept 120 days then the bidders will be forced to make bid security for 2 quarters i.e. 06 months	Agreed Bid validity period is reduced to 60 days and the bid security shall be valid 28 days beyond bid validity period, which shall be extendable
18	Data Sheet IB. 20.1 (a)	Bid submission time shall be extended by 10 days	Agreed Revised Bid Submission Date is 16 th January 2024 at 02:00pm
19	General Query	Can JV Partner in one JV for a Lot apply for another Lot in another JV	Yes, allowed.
20	General Query	Can a bidder quote 10% below engineer's estimate?	For bids below 10% Engineer's Estimate, KPPRA Notification: S.R.O. (14)/Vol: 1-24/2021-22 shall be applicable

ADDENDUM NO 01 TO THE BIDDING DOCUMENTS

REHABILITATION OF FLOOD DAMAGED 75 Nos. MINI/MICRO HYDROPOWER PROJECTS IN VARIOUS DISTRICTS OF KHYBER PAKHTUNKHWA – 06 LOTS

As a result of Pre-Bid meeting held on 01/01/2024, the following amendments have been made in the respective sections of bidding documents of all Lots i.e Lot 01, Lot 02, Lot 03, Lot 04, Lot 05 and Lot 06, under this addendum, which shall be read and construed as an integral part of the bidding documents and shall take precedence in case of any conflict/ambiguities in the bidding documents and other provisions within.

Data Sheet IB. 14.1

Bids shall remain valid for 60 (Sixty) Days after the Date of Bid Opening specified in Clause IB.23.1 and the bid security shall be valid for 28 days beyond bid validity period, which shall be extendable.

Data Sheet IB. 20.1 (a)

Last date for submission of bids is:

Venue: Main Committee Room of the PEDO House

Sector B/2, Phase V, Hayatabad, Peshawar.

Date: 16th – January - 2024

Time: 1400 hours

Bid Opening: 16th – January – 2024 at 1430 hours

Special Stipulations Clause 49.1

Defect Liability Period: 180 days for each rehabilitated site

PCC Sub-Clause 60.1

In the first line after the word “shall”, the following is added:

“on the basis of the joint measurement of work done under Clause 56.1,”

In Para (c) the words “the Appendix to Tender” are deleted and substituted with the words “Sub-Cause 60.11 (a)(6) hereof”. (in case Clause 60.11 is applicable)

PCC Sub-Clause 70.1

Sub-Clause 70.1 is deleted in its entirety, and substituted with the following:

The amounts payable to the Contractor, pursuant to Sub-Clause 60.1, shall be adjusted in respect of the rise or fall in the cost of labor, materials, and other inputs to the Works, by applying to such amount the formula prescribed in this Sub-Clause.

(a) Other Changes in Cost

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

(b) Adjustment Formula

The adjustment to the monthly statements in respect of changes in cost shall be determined from the following formula:-

$$P_n = A + b \frac{L_n}{L_0} + c \frac{M_n}{M_0} + d \frac{E_n}{E_0} + \dots$$

Where:

P_n is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Paragraph 60.1 (a), and with Paragraphs 60.1 (b) and (e), where any variations and daywork are not otherwise subject to adjustment;

A is a constant, specified in Appendix-C to Bid, representing the nonadjustable portion in contractual payments;

b , c , d , etc., are weightages or coefficients representing the estimated proportion of each cost element (labour, cement and reinforcing steel etc.) in the Works or Sections thereof, net of Provisional Sums and Prime Cost; the sum of A , b , c , d , etc., shall be one;

L_n , M_n , E_n , etc., are the current cost indices or reference prices of the cost elements for month "n", determined pursuant to Sub-Clause 70.1(d), applicable to each cost element; and

L_0 , M_0 , E_0 , etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 70.1(d).

(c) Sources of Indices and Weightages

The sources of indices and weightages shall be those listed in Appendix-C to Bid, duly filled in by the Procuring Entity /Engineer.

(d) Base, Current, and Provisional Indices

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular monthly statement is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

(e) Adjustment after Completion

If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 43, adjustment of prices thereafter until the date of completion of the Works shall be made using either the

indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Procuring Entity, provided that if an extension of time is granted pursuant to Clause 44, the above provision shall apply only to adjustments made after the expiry of such extension of time.

(f) Weightages

The weightages for each of the factors of cost given in Appendix-C to Bid shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work executed or instructed under Clause 51. Such adjustment(s) shall have to be agreed in the variation order.

PCC Sub-Clause 20.4

The following text is added to PCC Sub-Clause 20.4;

(e) Act of God i.e. (Natural Hazards, Floods*, sliding, earthquake).

** The flood level as taken in the design will be considered as the base level for floods.*

**PRICE ADJUSTMENT UNDER CLAUSE 70
OF CONDITIONS OF CONTRACT**

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 70 shall be as follows:

Cost Element	Description	Weightages	Applicable index
1	2	3	4
A	Non Adjustable/Fixed Portion	A:0.30	
B	Adjustable	B:0.70	
i	Labour, Local Unskilled	(0.10 to 0.12)	Government of Pakistan Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
ii	Labour, Skilled	(0.05 to 0.10)	
iii	Ordinary Portland Cement	(0.10 to 0.20)	
iv	Reinforcing Steel	(0.12 to 0.20)	
v	Fuel (High Speed Diesel)	(0.12 to 0.20)	
vi	Provision & Maintenance of Contractor's Equipment and Plant	(0.12 to 0.20)	
Total		1.000	

Notes:

- 1) Indices for “(i)” to “(vi)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3) No Price adjustment shall be payable on the portion of the contract price paid to the contractor as an Advance Payment.



**GOVERNMENT OF KHYBER PAKHTUNKHWA,
KHYBER PAKHTUNKHWA
PUBLIC PROCUREMENT REGULATORY AUTHORITY**

Peshawar, the May 10, 2022

NOTIFICATION

S.R.O. (14)/Vol: 1-24/2021-22: In exercise of the powers conferred under Section 35-A of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 (Khyber Pakhtunkhwa Act No. XI of 2012) the Authority has been pleased to issue the following regulation, namely: -

1. Short title and commencement.- (i) This regulation may be called the Khyber Pakhtunkhwa Public Procurement Regulation No. XIV 2022.

(ii) This shall come into force at once.

2. Matters pertaining to Additional Security in case of abnormally low bids.- This regulation relates to the matters pertaining to Additional Security submitted by the bidders in procurement of works.

- i. The contractors quoting their bids up to a limit of 10% below Engineer estimate shall submit bid security @ 2% only of Engineer Estimate.
- ii. The contractors quoting their bids more than 10% below upto 20% below on Engineers' Estimate shall submit along with their bids 8% Additional Security of Engineer's Estimated cost in addition to 2% bid security. If the bid is not accompanied with the required amount of additional security then it will be considered as non-responsive and the 2% bid security shall be forfeited in favour of Government and the second lowest bidder and so on will be considered accordingly.
- iii. **[Similarly, a contractor quoting bid more than 20% below shall submit with his bid an additional security on Engineer's Estimated cost equal to the differential amount of submitted bid and Engineers' Estimate along with detailed rate analysis]¹.** In case of more than 20% below bids, if the bid is not accompanied by the detailed rate analysis and / or required amount of additional security, then the said bid shall be considered as non-responsive. All the securities submitted along with such non-responsive bid shall be forfeited in favour of Government and the 2nd lowest bidder and so on will be considered accordingly.
- iv. In case detailed rate analysis submitted with the bids is, in view of the Procuring Entity, not convincing, the Head of the Procuring Entity may declare such bid as non-responsive without any forfeiture of bid securities and record reasons thereof.
- v. The procuring entity may offer the contract to next lowest bidder after due diligence in the context of financial difference between such two bids or may advertise procurement opportunity afresh.

¹ Differential amount; if a contractor quote, e.g. 25% below engineer estimate bid then he has to deposit along with his bid 2% bid security and 25% additional security of engineer estimate.

- vi. After commencements of work by the successful bidder, the procuring entity may replace the Additional Security with a bank guarantee of the same amount from the scheduled bank; if the already deposited security is not in the form of bank guarantee.
- vii. The Additional Security shall be released to the contractor in four installments i.e. 1st installment of 25% to be released upon completion of 25% of the project, 2nd installment of 25% to be released upon completion of 50% of the project, 3rd installment of 25% to be released upon completion of 75% of the project and the 4th installment of 25% to be released after 100% completion of the project.
- viii. All previous orders, instructions and regulations issued regarding additional security shall stand superseded.

**-SD-
Managing Director
KPPRA**

ENDST: No. As above:

Peshawar, the May 10, 2022

Copy forwarded to:-

1. The Additional Chief Secretary (P&D) Department, Govt. of Khyber Pakhtunkhwa.
2. The Administrative Secretaries (C&W, Irrigation, Public Health Engineering and Local Government, Elections & Rural Development Department) Khyber Pakhtunkhwa with request to circulate the same to their downstream formations for compliance.
3. The Principal Secretary to Governor, Khyber Pakhtunkhwa.
4. The Principal Secretary to Chief Minister, Khyber Pakhtunkhwa.
5. The Inspector General of Police, Khyber Pakhtunkhwa.
6. The Secretary Provincial Assembly, Khyber Pakhtunkhwa.
7. The Accountant General, Khyber Pakhtunkhwa.
8. The Registrar, Peshawar High Court, Peshawar.
9. All Commissioners and Deputy Commissioners in Khyber Pakhtunkhwa.
10. PSO to Chief Secretary, Govt. of Khyber Pakhtunkhwa.
11. All Heads of Autonomous/Semi-Autonomous Bodies in Khyber Pakhtunkhwa.
12. Director, Treasuries & Accounts with request to circulate the same to all DAOs & Treasuries Officers in Khyber Pakhtunkhwa.
13. The Section Officer (Admn), Finance Department, Govt. of Khyber Pakhtunkhwa with respect to his office letter No. SO(A)/FD/1-40/2022, dated 22.04.2022.
14. Manager, Stationery and Printing Press Khyber Pakhtunkhwa, for printing in the official gazette.



**SANA ULLAH
Assistant Director (M&E), KPPRA**