Ravi Urban Development Authority

Government of the Punjab

**No.** RUDA/ENGG-CON/2026/127 **Dated:** 11/09/2026

# MINUTES OF THE PRE-BID MEETING INFRASTRUCTURE DEVELOPMENT OF FIRST 14.5 KM PROMENADE ROAD RIGHT SIDE OF RIVER RAVI

The Pre-Bid Meeting for the subject project was held on September 01, 2026, at 12:00 PM, under the chairmanship of the Executive Director (Engineering). The venue of the meeting was Board Room of RUDA Sub office, Muslim town, Lahore. The list of participants who attended the meeting is attached as **Annexure-I** to these Minutes.

Following the introduction of the participants, the Client delivered a presentation covering the background of the project, objectives, payment schedules / mechanism and scope of work proposed to be undertaken under the subject project. The key aspects of the project and the requirements stipulated in the bidding documents were also highlighted.

For the purpose of maintaining a clear and comprehensive record of the matters discussed during the Pre-Bid Meeting, the queries raised during the meeting, together with relevant questions/clarifications subsequently received till 11.09.2026 in writing from the participating bidders through their respective letters/communications, have been compiled. The consolidated list of queries and the corresponding clarifications/responses of the Client are incorporated in these Minutes as **Annexure-II**.

The responses recorded in Annexure-II shall be read in conjunction with the bidding documents and shall be considered as the Client's clarification on the respective queries. In case of any inconsistency between a clarification and the provisions of the bidding documents, the matter shall be dealt with in accordance with the applicable provisions of the bidding documents and, where required, a formal addendum / corrigendum will be issued following the issuance of MoM / Clarifications pursuant to IB sub clause 8.1.

11/09/2026

**Director Engineering Procurements & Contracts**
**Engineering Wing, RUDA**

## ANNEXURE – II
## CLARIFICATIONS OF BIDDING DOCUMENTS

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| 1 | **Clause:**<br>Schedule-L to Bid - Past Performance and Current Commitments, Sr. No. 1<br>**Observation:**<br>The Employer has specified four categories of works, namely Embankment, Road Works, Electrical Works and Drainage Works, with specified values and corresponding marks for each category. Kindly clarify whether a single completed project containing more than one of the specified categories of works (e.g. Road Works and Drainage Works) may be submitted and considered under both respective categories for the purpose of evaluation and award of marks, or whether separate projects are required for each category. | **YES,** for the purpose of bid evaluation as per evaluation criteria, a prospective bidder can submit a single completed project or multiple projects / works provided covering all categories of scope of work in terms of quantity / financial values of each respective category as mentioned therein.<br><br>Please be advised that the financial values of such works shall only be considered as mentioned in respective priced BOQ tied in original Contract agreement, of submitted contracts / projects.<br><br>The effect of price adjustment BOQ based financial values shall not be accounted for the purpose of the evaluation. |
| 2 | **Clause:**<br>Schedule-L to Bid - Past Performance and Current Commitments.<br>**Observation:**<br>The remarks under the relevant criterion state that the similar nature project shall be infrastructure development along rivers, canals.<br>**Clarification Requested:**<br>Kindly clarify whether infrastructure development projects not executed along rivers or canals may also be considered for evaluation and award of marks under this criterion, provided that the works are otherwise similar in nature and scope, or whether the experience is strictly required to be related to infrastructure development along rivers/canals. | Yes, Public / strategic road network / infrastructure development projects single / multiple comprising the scope / sub-categories of works as mentioned in evaluation criteria in terms of financial values / quantities / scope of work constructed in the form of ABC / Water bound Macadam conventional dual carriage ways, motorways, highways, whether along riverside or not shall be considered for evaluation.<br><br>***A formal addendum to this effect shall be formally circulated through written communication and the same will be published on RUDA website.** |
| 3 | **Reference:**<br>Bid Submission Deadline<br>**Observation:**<br>The project involves a deferred payment mechanism, which requires additional financial and | The extension in bid submission deadline is granted as below: |

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| | commercial assessment. The project is also of a specialized nature and requires detailed review of the BOQ, specifications, drawings and other tender requirements.<br>**Clarification Requested:**<br>Considering the specialized nature of the project and the deferred payment mechanism, we respectfully request the Employer to extend the bid submission deadline by at least seven (7) days, if feasible. The extension will allow bidders sufficient time to thoroughly assess the financial implications, review the BOQ and specifications in detail, and submit a competitive and well-considered bid. | 1. Infrastructure Development of 9 Km Right Promenade (RD 00+000 to RD 29+500):<br><br>**Bid submission deadline 18.09.2026 (Time 11.00 AM)**<br>Bid opening time = 11.30 AM<br><br>2. Infrastructure Development of 5.5 Km Right Promenade including interchange at Lahore Eastern Bypass (RD 29+500 to RD 47+500):<br>**Revised Bid submission deadline:**<br>**21.09.2026 (Time 11.00 AM)**<br>Bid opening time = 11.30 AM |
| 4 | Can any partner give bid security on behalf of JV? | The bid security of joint venture shall be in the name of JV or lead / either firm of the JV or in ratio of shares of the individual JV partners, submitting the bid. Please be advised such securities / bond / guarantees shall be compliant to the specimen of such securities / bonds / guarantees included in the respective bidding documents of the Project in question. |
| 5 | As bid security for each package is same i.e. 240 M/per package. For package-2 it is exactly 2% of the estimated cost while for package-1 it is 2.43% of the estimated cost it should be 2% for package-1 as well. | Regretted please. Kindly be advised that the amount of bid securities mentioned in the advertisement is in compliance with the limits prescribed under RUDA Procurement Regulations and shall remain unchanged. |
| 6 | **Reference:**<br>Invitation to Bid (Advertisement) Condition 2<br>**Observation:**<br>Each bidder shall submit only one bid either individually or, as partner in JV.<br>**Clarification Requested:**<br>Is it allowed for the bidder to submit the bid against both packages? | A bidder may opt to participate in bidding of any single or both packages simultaneously. |

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| | Based on experience with internationally financed projects and local government initiatives, projects involving multiple packages and lots the bidders are typically allowed to bid on all packages or lots.<br>We kindly request that bidders be permitted to bid on both packages, with the employer retaining the option to award contracts in accordance with the criteria outlined in the **World Bank's Standard Bidding Documents**, specifically Section III: Evaluation and Qualification Criteria (Following Prequalification), Subsection 2 (Evaluation), Sub clause 2.2 'Multiple Contracts'<br>**Referred clause at Annex 'A'** | |
| 7 | <u>**Reference:**</u><br>RFP Schedule – K & L to bid<br><u>**Observation:**</u><br>• For qualification of the Bidder (Single Entity/JV/Consortium), Minimum 65% marks are necessary in each category and Minimum 70% overall marks are necessary for qualification requirement as per criteria given in Schedules – K & L to Bid.<br>• In case of JV/Consortium, the lead member must secure at least 50% marks in each category. If Lead partner fails to achieve the minimum 50% passing marks in any category of Schedule K & L will not be evaluated further and will be considered as technically failed overall.<br>*Same statement is being repeated at each sub section of Schedule K & L*<br><u>**Clarification Requested:**</u><br>As per our standing the categories are as under:<br>**1.** Soundness And Access To Financial Resources = 30 Marks<br>**2.** Past Performance And Current Commitments = 35 Marks<br>**3.** Equipment = 15 Marks<br>**4.** Personnel Qualification And Experience = 20 Marks<br>**Please confirm?** | The evaluation criteria specific to schedules K & L comprises categories as K-1 soundness and access to financial resources (30 Marks), and L-1, Past Performance and current commitments (35), L-2, Equipment (15 Marks), L-3, Personnel (20 Marks). The total Marks are 100 (Marks).<br><br>**Explanation:**<br><br>For Example, schedule K comprises three categories;<br><br>1. Available general bank credit line limit has been assigned 15 Marks. As criteria, a bidder must obtain minimum 9.75 Marks. i.e. 65% of 15 as per minimum requirement of evaluation criteria.<br><br>2. Average working capital 10 Marks. As per criteria, a bidder must obtain minimum 6.5 Marks.<br><br>3. Bid Capacity 5 Marks. As per criteria, a bidder must obtain minimum 3.25 Marks.<br><br>If we add up all marks that is 9.75 + 6.5 + 3.25 = 19.5. Overall, 19.5 marks are not good enough to qualify for the next stage. Since, the total marks assigned to |

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| | | schedule K is 30 Marks. As such, bidder also must obtain minimum overall 70% marks in schedule K that is 21 Marks to qualify for the next stage of evaluation. |
| 8 | **Reference:**<br>RFP Schedule – K to Bid<br>Sub section 2 "AVERAGE ANNUAL TURNOVER"<br>**Observation:**<br>Bidders to list their certified annual turnover (audited statements for last three years). The Audited Statements must not be older than last 05 years.<br>**Clarification Requested:**<br>Is this the mandatory condition as no marks allocated for this criteria. Please confirm? | **Yes,** please be advised that it is mandatory for the bidder to submit last 3 years Valid and Audited Financial Statements. |
| 9 | It is mandatory for the bidder to submit the Performance Guarantee either in the form of bank guarantee or insurance guarantee, please confirm? | Yes, the bidder may opt to provide the valid performance guarantee in the form of Bank Guarantee or Insurance Guarantee in accordance with ITB sub clause 35.1 (Bidding Data), and shall be irrevocable, unconditional, and compliant with format provided in the bidding documents.<br><br>In case of Insurance Guarantee, Insurance company must have a rating of AA (+) rated by PACRA / VIS, and shall subject to prior approval of the Employer. |
| 10 | It is requested to please reduce the time for payment for interim payments. | The Employer / Authority, after the receiving of Interim Payment Certificate from the Engineer, make a payment to the Contractor within 10 working days.<br><br>**An addendum to this effect shall be issued.** |
| 11 | It is requested to please delete the clause of retention money as already half portion of the IPC shall be deducted in terms of deferred payment. | No deduction on account of Retention Money shall be made by the Employer/Authority from any Interim Payment Certificate (IPC) of the Contractor. However, the amount equivalent to the value of retention money that was supposed to be withheld shall not subject to financial charges to be accounted for in respect of deferred payment. |

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| | | **An addendum to this effect shall be issued.** |
| 12 | **PCC Part B, Sub-Clause 1.5, items (f) and (o)**<br><br>The Authority Undertaking issued as Payment Support is listed twice in the priority of documents — at item (f), ranked above the General Conditions, Bill of Quantities, Schedules to Bid, Specifications and Drawings, and again at item (o), ranked below the Drawings. Kindly clarify the Authority Undertaking's single, correct rank and issue a corrective Addendum. | The repeated document named as the Authority Undertaking issued as Payment support is deleted. The list of documents under this clause is corrected / adjusted accordingly.<br><br>**Addendum will be issued to this effect.** |
| 13 | **GCC Sub-Clause 4.12 (unamended) vs. Specification SP-4-1.2 (Soil Information)**<br><br>Specification SP-4-1.2 states that Employer-provided geotechnical information is "for information only" and excludes claims for extra cost or time on that basis. As GCC Sub-Clause 4.12 (Unforeseeable Physical Conditions) is not amended by the Particular Conditions and ranks above the Specifications under Sub-Clause 1.5, kindly confirm that Sub-Clause 4.12 shall prevail and that a Contractor's entitlement thereunder shall not be defeated by SP-§4-1.2. | The Contractor's interpretation misaligned with GCC sub clause 4.12 and SP – 4-1.2.<br><br>GCC Sub-Clause 4.12 shall be read together with Specification SP-4-1.2 and the other relevant Contract provisions.<br><br>The Employer-provided geotechnical information, although stated to be "for information only," forms part of the information available to the Contractor at tender and shall be considered in determining what an experienced contractor could reasonably have foreseen.<br><br>Accordingly, the mere existence of a difference between the reported and actual soil conditions, or reliance upon the Employer-provided information, shall not by itself establish entitlement under Sub-Clause 4.12.<br><br>Any entitlement under Sub-Clause 4.12 shall remain subject to the Contractor demonstrating that the physical condition actually encountered was unforeseeable in accordance with the Contract and satisfying all applicable contractual requirements. |
| 14 | Kindly confirm whether the Contractor may elect to require Cash Settlement of the Deferred-Eligible | **Sub-Clause 14.18.7** is intended to preserve and protect the Employer's |

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| | Amount in lieu of In-Kind Settlement, or whether the Employer's election under Sub-Clause 14.18.7 is final and binding without the Contractor's consent, as presently worded. | unilateral right to elect an In-Kind Settlement. Accordingly, the Contractor's consent to such an election shall not constitute a condition precedent to the Employer's exercise of its right, provided that the proposed In-Kind Settlement satisfies all applicable eligibility, title, valuation, and transfer requirements stipulated under this Sub-Clause.<br>It is further clarified that the Employer may, at its sole discretion, exercise the option to opt for an In-Kind Settlement **at the time any payment becomes due and accrues as an eligible deferred payment** in respect of any or all Payment Certificates.<br>Unless otherwise expressly agreed or provided under the Contract, the existing schedule for repayment of the **eligible** deferred amount, as prescribed herein, shall remain valid and binding and shall continue to apply to the outstanding balance of any deferred amount notwithstanding the Employer's election of an In-Kind Settlement. |
| 15 | The Bidder has reviewed the Form of Authority Undertaking at page 85 of the Bidding Documents, which expressly states that it is "a contractual undertaking of RUDA only" and does "not constitute a bank guarantee, escrow, sovereign or Provincial Government guarantee, funded reserve account, or security interest in any specific asset or revenue of RUDA." As this Undertaking is the sole Payment Support for the fifty percent (50%) of every Interim Payment Certificate deferred under Sub-Clause 14.18, over an exposure period that may extend beyond four years to the final quarterly repayment instalment, kindly confirm whether the Employer will strengthen the Payment Support by way of a Government of the Punjab guarantee, an on-demand bank guarantee, an escrow or other funded reserve mechanism, or otherwise, and clarify the Contractor's specific remedy and recourse against RUDA's assets or revenues in the event any Current Payment Amount, Deferred Payment Principal or Financing Charge is not honored when due. | The Employer clarifies that the Form of Authority Undertaking shall remain the applicable Payment Support for the deferred payment arrangements contemplated under Sub-Clause 14.18 and that no Government guarantee, on-demand bank guarantee, escrow arrangement, funded reserve, or other form of third-party security is presently contemplated under the Bidding Documents.<br><br>In the event that any deferred payment instalment is not repaid in accordance with the prescribed repayment schedule, the outstanding deferred amount shall remain payable by the Employer in accordance with the Contract and shall, subject to the terms and conditions of the Contract. |

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| | | Notwithstanding the foregoing, the Employer may, at its discretion and subject to applicable contractual and legal requirements, provide additional security for the eligible deferred payment amount by way of a pledge of RUDA commercial land having a value equivalent to the eligible deferred payment amount attributable to the respective Contract.<br><br>The pledging of land in terms of securities shall be tied in Contract Agreement upon the award of the Contract. As such, the pledged land shall constitute a security in favour of the awardee of the Contract upon signing of the Contract.<br><br>The pledging of land shall not jeopardize the Employer discretion to opt for the settlement of eligible deferred payment as provided in the bidding documents.<br><br>For the avoidance of doubt, any such additional security shall be subject to the Employer's determination, the eligibility and valuation of the relevant land, and completion of all requisite legal, regulatory and contractual formalities.<br><br>In the absence of such duly constituted additional security, the Contractor's rights and remedies shall remain those expressly available to it under the Contract and applicable law. |
| 16 | Kindly confirm whether any benchmark-linked adjustment (e.g., to KIBOR) for the Fixed All-In Financing Rate (Y) has been considered, given the multi-year exposure (up to the 3-year Repayment Period plus the 6-month grace period) and the historical volatility of interest rates in Pakistan. | The Fixed All-In Financing Rate (Y) shall remain fixed throughout the applicable Repayment Period and grace period, as specified in the Contract. Bidders shall take into account all relevant financing and interest-rate risks in determining their offered rate. |
| 17 | Annexure-2A, Appendix M-1 (Financing Exposure Factor, M = 1.070336)<br>Kindly confirm the derivation of the standardized IPC/repayment profile underlying the published | The published Financing Exposure Factor M = 1.070336 is a standardized factor prescribed for the purpose of bid evaluation and comparison and shall be |

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| | value of M, and confirm whether this profile is intended to reflect the Bidder's actual anticipated certification and repayment profile for this specific alignment, or is solely a notional bid-comparison device. | applied uniformly to all Bidders. It is not intended to represent, nor shall it be recalculated based on, any Bidder's individual anticipated IPC certification, cash-flow or repayment profile. |
| 18 | Bidding Data, Ref. 29.1 (Financial Evaluation of Deferred-Payment Bids)<br>Kindly confirm the process by which the Employer will assess the commercial viability of a zero or abnormally low quoted Y, and confirm that Bidders quoting a realistic, sustainable Y will not be placed at a competitive disadvantage in the Evaluated Bid Price (T) relative to Bidders quoting an unsustainably low Y. | The quoted "Y" shall form part of the calculation of the Evaluated Bid Price (T) in accordance with the prescribed methodology. A zero or apparently abnormally low Y shall not be rejected merely because of its level.<br><br>Where the applicable provisions of the Bidding Documents require clarification or examination of an abnormally low or otherwise commercially unsustainable bid, the Employer may undertake such examination in accordance with those provisions and may require the bidder to substantiation as per relevant provision of the bidding documents.<br><br>The quoted factor 'Y' shall be strictly integrated into the calculation of the Evaluated Bid Price (T) in exact accordance with the prescribed evaluation methodology outlined in Ref 29.1.To ensure fair competition and protect the project's financial viability, any bid containing a zero, abnormally low, or commercially unsustainable 'Y' shall be subjected to a rigorous Abnormally Low Bid (ALB) examination. In such an event, the Employer shall require the concerned Bidder to submit a detailed written substantiation, including a comprehensive financial breakdown, liquidity proofs, or underwriting commitments from their financing institution validating the sustainability of the quoted 'Y'.<br>If the Bidder fails to provide mathematically sound evidence duly supported with valid documents, and contractually reliable justification, or if the Employer determines that the low 'Y' |

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| | | introduces an unacceptable financial performance risk to the execution of the deferred payment contract, the Employer reserves the right to reject the bid as non-responsive or require an increased Performance Security in accordance with the Bidding Documents.<br><br>To the extent of X value, the mechanism provided in the "***Instruction to bidder***" shall also apply simultaneously. |
| 19 | Sub-Clause 14.18.7 [In-Kind Election and Eligibility], Sub-Clause 14.18.8 [Valuation], and Sub-Clause 1.1.105–1.1.109 (Definitions: "In-Kind Settlement," "Eligible In-Kind Consideration," "Fair Market Value," "Settlement Value")<br>Sub-Clause 14.18.7 permits the Employer to elect In-Kind Settlement of a Deferred-Eligible Amount by identifying "Eligible In-Kind Consideration" — defined at Sub-Clause 1.1.106 only in generic terms as land, plots, development rights, commercial inventory, monetization rights or other transferable assets — without Contractor consent, provided the Employer's own conditions as to title, eligibility, valuation and transferability are met. No specific parcel of land or other asset, nor its location, area, land-use classification, existing title or encumbrance status, is identified anywhere in the Bidding Documents.<br>As a Bidder may ultimately receive up to fifty percent (50%) of the Contract Price otherwise than in cash, on terms determined solely by the Employer after award, kindly:<br>(a) disclose the particular parcel(s) of land, or other categories of Eligible In-Kind Consideration, that the Employer currently intends or reserves the right to offer in satisfaction of a Deferred-Eligible Amount under this Contract, including their location, area, | (a). The exact plot numbers and geographic locations of the Eligible RUDA Commercial Land are commercially sensitive. To protect market valuations and maintain confidentiality, they will not be disclosed publicly during the tendering stage.<br><br>Following the signing of the Contract, the Employer will identify specific, high-value, and unencumbered commercial plots within the RUDA jurisdiction. The Employer will formally secure these plots as collateral in favor of the Contractor to guarantee the deferred payment obligations.<br><br>The identified land will strictly meet all eligibility criteria required by the bidding documents. This includes a clear, unencumbered title, commercial zoning, and a valuation verified by an independent, certified, and credible evaluator. |

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| | permitted use/zoning, and current title and encumbrance status;<br>(b) provide the Employer's current, indicative Fair Market Value (determined and valued as Serviced Land, consistent with Sub-Clause 1.1.108) for any such identified land or asset, together with the date and basis of that valuation;<br>(c) confirm whether the pre-approved panel of Independent Valuers referred to in Sub-Clause 14.18.8 has been constituted, and provide the list of panel members; and<br>(d) given that Contractor consent is not required for the Employer's election under Sub-Clause 14.18.7, confirm whether the Contractor will nonetheless have any opportunity to object to a specific parcel or asset — on grounds such as unclear title, poor marketability, or unsuitability for the Contractor's own use or resale before the Nomination Date irrevocably allocates it to settlement. | (b) The independent credible certified evaluator will be appointed to determine the value of the land.<br><br>(c) No, pre-approved panel of independent evaluator has been constituted. It will be constituted upon soon after the signing of the Contract.<br><br>(d) Yes, the Contractor can raise his objection provided specific parcel or asset carries unclear title, poor marketability, poor resale price or not encumbrance free. |
| 20 | Bidding Data, Ref. 3.1(e), and Note to Schedules K & L to Bid (Qualification Passing Marks)<br>The Bidding Documents prescribe a minimum passing mark of 65% in each category of Schedules K & L to Bid, together with a minimum 70% overall, for qualification of a Bidder (Single Entity/JV/Consortium). This range is unduly strict and, in the Bidder's respectful submission, is liable to disqualify a number of technically capable and financially sound firms on a category-wise technicality notwithstanding a strong overall score, thereby narrowing the field of eligible Bidders, suppressing price competition, and working against Rule 4 (General Principles of Procurement) of the Punjab Procurement Rules, 2014, which requires that procurement be conducted so as to secure value for money through a fair, efficient, economical and competitive process. The Bidder respectfully requests that the per-category passing mark be revised from a minimum of 65% to a minimum of 50% in each category, while retaining the minimum 70% overall passing mark, so as to widen the pool of qualified Bidders and encourage more competitive, cost-effective Bids in the best interest of the public exchequer. | The bidder request to revise the evaluation criteria concerning the threshold of 65% in each category and 70% overall is regretted please. |

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| 21 | Contract Data, Sub-Clause 1.1.84 (Time for Completion: 420 days)<br>Kindly confirm whether the 420-day Time for Completion has been assessed against the seasonal restrictions identified in Specification SP-5 (monsoon period, 1 July to 16 September) and the programme requirements referring to "planned closures, flood seasons," particularly for works along the Lower Promenade and stone apron adjacent to the river. | The Employer clarifies that the Time for Completion of 420 days under Sub-Clause 1.1.84 of the Contract Data has been determined in view of scope and nature of the Works, including the anticipated dry and wet seasons, flood periods, planned closure of the canal, and other relevant seasonal and climatic conditions affecting the execution of the Works.<br><br>Seasonal conditions are bidder's planning risk. As such, the time for completion shall not be revised.<br><br>Accordingly, the Bidder shall take due account of such seasonal, climatic and hydrological conditions in its Construction Programme, methodology, resource planning and pricing. |
| 22 | Specification SP-§4-1.2 (Soil Information)<br>Some fragmentary geotechnical data appears scattered in bidding documents (disclaimed as "for information only"), but no consolidated Geotechnical Investigation Report is issued as part of the Bidding Documents. Kindly make available to Bidders, for independent review prior to Bid submission, all geotechnical/soil investigation reports held by the Employer or the Engineer for the project alignment. | The Employer clarifies that the geotechnical and soil information presently included in the Bidding Documents has been provided for the information and guidance of Bidders and shall be read subject to the qualifications and disclaimers stated therein.<br><br>Bidders are advised to assess the available information and to satisfy themselves regarding the site, ground and subsurface conditions relevant to the execution of the Works, and shall take such conditions into account in their construction methodology, programme, resources and pricing. |
| 23 | Bidding Data, Ref. 1.1 (Lower Promenade works listed as work "under this contract"), GCC Sub-Clause 4.12 [Unforeseeable Physical Conditions] (unamended), and IB.6 [Site Visit]<br>The Bidder's site inspection and information available to it indicate that the earthworks for the Lower Promenade have already been executed and completed by another contractor under an earlier or separate contract, and that only the balance works at the Lower Promenade (Bill Nos. 11 to 15 — Stone Apron, Soft Scaping and Hard Scaping, Railing, | It is clarified that the Contractor's liability under the Performance Security and the Defects Notification Period (DNP) shall be strictly confined to the specific scope of works executed under this Contract.<br><br>The Contractor shall not be held liable for inherent defects or structural failures originating solely within the underlying |

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| | Walkways and Cycle Track) have been included in the scope of this Contract. The Bidding Documents do not disclose this fact, identify the contractor or contract under which the earthworks were executed, or state the condition, testing standard, or completion status of that prior work. (a) that the Contractor's liability under the Defects Notification Period and Performance Security shall be confined to the works it itself executes under this Contract, and shall not extend to defects, settlement or inadequacy in the earthworks executed by the other contractor; and (b) that, notwithstanding Specification SP-§4-1.2, the Contractor's entitlement to an Extension of Time and additional Cost under GCC Sub-Clause 4.12 [Unforeseeable Physical Conditions] — which is unamended and ranks above the Specifications under Sub-Clause 1.5 — applies in full where the Contractor encounters adverse physical conditions in the previously executed earthworks that an experienced contractor could not reasonably have foreseen at the Base Date. | earthworks executed by the previous contractor.<br><br>Notwithstanding the above, prior to commencing any finish or surface works (Bill Nos. 11 to 15), the Contractor shall conduct a joint site inspection and topographical survey with the Engineer to verify and formally record the baseline handover condition of the existing earthworks.<br><br>Commencing work on any section without raising a written objection shall constitute the Contractor's acceptance of that underlying surface as structurally fit for purpose.<br><br>Applicability of Sub-Clause 4.12 The priority of contract documents remains strictly in accordance with Sub-Clause 1.5, where the General Conditions of Contract (GCC) take precedence over the Technical Specifications. |
| 24 | Bill of Quantities (Preamble) and Sub-Clause 13.4 (Provisional Sums)<br>Kindly confirm that no general contingency/Provisional Sum has been included in the Bill of Quantities for unforeseen site or utility conditions (other than the Provisional Sum for the Employer's share of DAAB fees), and clarify the anticipated timeframe for approval of Variations exceeding the Engineer's consent thresholds under Sub-Clause 3.2(e)(ii). | The Bill of Quantities (BOQ) does not include any general contingency sum or provisional sum for unforeseen conditions, with the sole exception of the Employer's allocated share for the Dispute Avoidance/Adjudication Board (DAAB) [Sub-Clause 21.1].<br><br>Should any additional payment obligations accrue due to varied or unforeseen works, such payments will be processed and integrated following the formal approval of variation orders followed by revised Technical Sanction and/or through revision of PC-1, where required as per codal formalities.<br><br>In such case, the assessment, processing, and approval of all Variation Orders shall be executed strictly in accordance with the Engineer's instructions and the applicable |

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| | | provisions of Clause 13 [Variations and Adjustments] of the Conditions of Contract. |
| 25 | Sub-Clause 12.3 (Valuation of the Works, as amended)<br>Kindly clarify the rationale for increasing the quantity-variance threshold for rate review from 10% under the General Conditions to 25%, and confirm whether this threshold may be reconsidered. | The Employer clarifies that the 25% quantity-variance threshold specified under Sub-Clause 12.3, is an Employer-prescribed contractual provision applicable to this Contract.<br><br>The threshold has been established taking into consideration the nature, scope and requirements of the Works and shall remain unchanged. |
| 26 | PPRA Circular No. L&M(PPRA)10-1/2011 dated 11.10.2024 vs. Bidding Data, amendment of IB Sub-Clause 13.5, and BOQ Preamble, Item 4<br>The Bidding Documents require the Bidder to quote a single, uniform Bid Percentage — Above, Below or At Par — applying identically to all Employer-fixed Base BOQ Rates and Prices, and expressly prohibit the Bidder from altering individual base rates or re-pricing any item. PPRA Circular No. L&M(PPRA)10-1/2011 dated 11 October 2024 holds that works bids quoted as a percentage above/below the estimated cost, without itemized rates entered against each entry of the BOQ, are to be treated as "incomplete bids" and declared "non-responsive," and directs procuring agencies to require itemized BOQ rates for this very reason. Kindly clarify: (a) the basis on which the prescribed uniform-percentage mechanism is considered compliant with the said Circular; (b) whether RUDA has obtained any specific exemption or clarification from PPRA permitting its continued use for this tender, and if so, to provide a copy; and (c) failing such exemption, whether the Bidding Documents will be amended by Addendum, prior to Bid submission, to require itemized BOQ rates in conformity with the Circular. | The Employer clarifies that, pursuant to PPRA Circular No. L&M(PPRA)10-1/2011 dated 11 October 2024, the BOQ pricing mechanism has been revised accordingly. However, kindly be mindful that bidder shall quote the itemize percentage rate above or below of reference rate mentioned BOQ, and accordingly shall calculate the quoted rate and amount of each line item.<br><br>**An addendum to this effect shall be issued.** |
| 27 | Could you please confirm the acceptable shape and format for the Bid Security for both of these tenders, whether it should be in the form of Call Deposit Receipt / Pay Order, Bank Guarantee, or Insurance Guarantee? As per the bidding documents page no 12, the bid security may be in the form of Call Deposit Receipt / Pay Order, a Security issued in | The bid security in the form of insurance shall not be acceptable.<br><br>The acceptable form of Bid Security shall therefor be strictly in accordance with Condition No. 4 of the Advertisement and provision of IB sub clause 16.1 and |

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| | the prescribed form by a Scheduled Bank in Pakistan, a foreign bank duly counter-guaranteed by a Scheduled Bank, or an Insurance Company listed in the Bidding Data and rated by PACRA/VIS, valid for a period 14 days beyond the Bid Validity date in favor of the Employer. Please clarify the preferred or required shape for these specific packages. | 16.2 modified in bid data sheet included in bidding document. |
| 28 | **1. Joint-Venture & PEC License**<br>Foreign bidders must form a JV with local PEC-registered Pakistani contractor. Please confirm following points:<br>• Detailed scoring rules for JV lead member (minimum 50% per category, overall 70% pass mark);<br>• Pre-conditions, timeline and risks for foreign contractor to obtain full PEC license post-award prior to commencement,<br>• Mandatory content of JV agreement to be submitted with bid, and approval procedure for any post-award JV amendments, maximum 3 JV members limit. | The proposal submitted by the prospective bidder regarding the alternative eligibility criteria for Joint Ventures (JVs) is regretted and cannot be accepted.<br><br>To qualify for evaluation, any Joint Venture (JV), sole bidder, or individual JV member must strictly comply with the mandatory requirements prescribed in the Bid Data Sheet, with specific reference to the modified provisions of IB Sub-Clause 3.1. |
| 29 | **2. Deferred Payment Mechanism (X, Y, M & Authority Undertaking)**<br>• Confirm that multiplier M=1.070336 is for evaluation-only, shall NOT apply to actual post-award payment calculations;<br>• Clarify the legal enforceability and remedy channels under the Authority Undertaking (it is an RUDA corporate undertaking, not federal/Punjab government guarantee), in case of payment default on deferred principal & financing charges;<br>• Confirm Contractor's right or rejection option for In-Kind (land) settlement, together with full land valuation process and risks related to title transfer,<br>• Eligibility & documentary requirements for financing capacity proof (minimum 50% of corrected X)<br>• Clarify whether overseas bank credit facility is acceptable, and consequences if | The response to all points is same as clarified under relevant clarifications recorded/listed herein above.<br><br>As far as the acceptance of international bank credit facility is concerned, it will be accepted provided; a). International credit facility provider must hold a minimum long-term credit rating of 'AA+' or its equivalent by a reputable global credit rating agency, and b). the credit facility is duly backed and structurally routed through a Scheduled Bank operating in Pakistan, and c). duly confirmed through the issuance of an unconditional, irrevocable, and on-demand back-to-back instrument by a local Scheduled Bank. |

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| | continuous financing capacity cannot be maintained during execution. | |
| 30 | Two-envelope procedure: non-qualifying technical bids will have price envelopes returned un-opened. Confirm disqualification thresholds of Form K-L qualification criteria. | The procurement for both packages shall be conducted through the Single Stage-Two Envelope bidding procedure in accordance with RUDA procurement Regulations and provision of bidding documents. The proposal of prospective bidder inconsistent with evaluation criteria is regretted and not acceptable.<br><br>Non-compliance with eligibility criteria and thresholds prescribed in schedule K and L shall cause disqualification. |
| 31 | Confirm that EOT (Extension of Time) due to non-Contractor causes does NOT postpone the grace-period commencement date for deferred principal repayment, and resulting extra financing cost risk allocation to parties. | It is clarified that by virtue of provision of bidding documents, the commencement date of the Grace Period for eligible deferred principal repayment is tied to the issuance of the Taking-Over Certificate (Substantial Completion). As a result of this, the date of commencement of grace period shall be adjustable accordingly.<br><br>Financing Charges (interest) during any such period of delay shall continue to accrue on the actual outstanding balance in terms of delayed payment charges. |
| 32 | Two-tranche 10% mobilization advance, provide full acceptance checklist for mobilization completion to release second 5% advance, | The prospective bidders are clarified that both tranches of mobilization shall be payable in accordance with the provisions of the Conditions of Contract. |
| 33 | **Tax, Foreign Exchange & Remittance**<br>• Clarify practical tax treatment (PST, withholding tax, non-resident income tax) for foreign JV participant;<br>Specify legal channels, approvals and applicable taxes for repatriation of profit, equipment-related costs and financing interest out of Pakistan under this contract. | Bidders are explicitly reminded that they are solely responsible for evaluating and complying with all applicable statutory tax laws and foreign exchange regulations in Pakistan. The Employer shall make all payments strictly subject to the prevailing legal frameworks.<br><br>Please be advised that All payments under the Contract will be processed after deducting applicable Federal and Provincial taxes, including Provincial Sales Tax (PST) on services and corporate Withholding Tax (WHT) on |

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| | | works contracts in accordance with applicable laws, where applicable.<br><br>Foreign Joint Venture (JV) participants are advised to examine relevant section of and alongside any applicable Double Taxation Treaties (DTT) between Pakistan and the participant's country of origin |
| 34 | **Subcontract, Dispute & Contract**<br>Confirm arbitration procedure under PEC Rules of Conciliation and Arbitration seated in Pakistan; | The arbitration and dispute resolution procedure shall be governed by the Conditions of Contract and the Arbitration Act, 1940, as applicable. |
| 36 | **Price Adjustment Formula**<br>Confirm base date for index calculation is 28 days prior to bid submission deadline; clarify index-selection rule for delayed completion per GCC. | The price adjustment shall be governed strictly by the Price Adjustment Mechanism stipulated in the Bidding Documents, including the applicable base date and index-selection provisions for delayed completion. |
| 37 | 1- Acceptable supporting documents for past similar-project experience under JV situation (only pro-rata share of project value counts, not full contract value);<br>2- Acceptable proof documents for owned/leased critical construction equipment; | 1- For JV bidders, the value of the qualifying similar project shall be considered pro-rata according to the JV share percentage stated in the JV Agreement submitted with the bid.<br>2- For owned equipment, the bidder shall provide proof of ownership/purchase documents. For leased equipment, the bidder shall provide a valid lease agreement as supporting evidence. |
| 38 | **Site, HSE & Site Facilities**<br>1. Confirm whether Employer shall allocate land for contractor's construction camp, or contractor shall rent land at own cost.<br><br>2. Clarify flood/high-water risks for this river-front project, insurance coverage scope and EOT /cost-compensation rules for exceptional flood events. | 1- As stipulated in the Bidding Documents, the Contractor shall make its own arrangements for the provision, maintenance and furnishing of labour camps, staff residences, offices, workshops, stores and other Site Facilities. The Contractor shall submit its written requirement for land for Site Facilities at least 28 days in advance, as specified in the Contract.<br>2- High Water Risks shall be covered through obtaining and maintaining Contractor's All Risk policy viz a |

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| | | viz a force majeure or equivalent provision made in bidding documents.<br>3- The risks associated with flooding/high-water events, insurance coverage, and entitlement to EOT and/or cost compensation shall be governed strictly by the applicable provisions of the Conditions of Contract. |
| 39 | **Drawings & Specifications**<br>Provide full set of contract drawings, latest revision status; liability allocation for drawing errors/omissions. | To the extent of bidding process all basic drawings are already provided in bidding documents. Construction Drawings to be issued for construction to the Contractor shall be provided in accordance with approval of Contractor work plan and schedule of drawing to be agreed by the Engineer following date of commencement. |
| 40 | **Materials & Quality**<br>• Requirements & approval process for imported materials versus locally-sourced materials;<br>• Confirm full certification list for solar LED street lights and whether certificates shall be locally recognized in Pakistan. | No material, equipment, or plant component shall be delivered to the site or incorporated into the Permanent Works without a formal, written Source Approval issued by the Engineer. The source approval process shall follow a strict sequential mechanism.<br><br>Unless otherwise prescribed in bidding documents, the imported materials and equipment must strictly comply with the applicable Import Policy Order. Prior to shipping, the Contractor must obtain a Pre-Shipment Inspection Certificate (PSIC) from an accredited international assessment agency<br><br>Unless otherwise prescribed in technical specification, all Solar LED Street Lights must possess valid international product certifications or equivalent, which must be formally recognized in Pakistan. |
| 41 | **Program & Completion**<br>Defects Notification Period is 365 days; equipment warranty requirements starting from Taking-Ove Certificate (TOC). | A Defects Notification Period (DNP) of 365 days shall apply to all defects, errors, and remedial works for the entire Works |

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| | | executed under the Contract, for which the Contractor remains fully responsible.<br><br>Any equipment warranties provided by manufacturers or authorized distributors shall commence from the date of the Taking-Over Certificate (TOC). These warranties shall complement, and run concurrently with, the Contractor's obligations under the DNP. |