GALIYAT DEVELOPMENT AUTHORITY



STANDARD BIDDING DOCUMENTS (SBD) FOR SIGHTSEEING CARTS

Invitation for Bids

Date: 07-09-2020

- 1. The Galiyat Development Authority, Abbottabad has received an allocation from the Provincial Grant towards the cost of Developmental Package for GDA. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for Electric Sightseeing Carts.
- 2. The Galiyat Development Authority, Abbottabad now invites sealed bids from eligible bidders for the supply of Electric Sightseeing Carts.
- 3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of Galiyat Development Authority, Abbottabad, 2nd Floor, ZTBL Building, Mansehra Road, Abbottabad.
- 4. A complete set of bidding documents may be downloaded by interested bidders from GDA Web Site i.e. <u>www.gda.gov.gkp</u>.
- 5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are in strict compliance with the provisions of the Khyber Pakhtunkhwa Public Procurement Act and its Rules made there under which also conform to the requirements of the World Bank Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan.
- 6. Bids must be delivered to the above office on or before 12:00 PM on 29-09-2020 and must be accompanied by a security of 2% of Bid.
- 7. Technical Proposal will be opened in the presence of bidders' representatives who choose to attend at 2:00 PM on 29-09-2020 at the offices of Assistant Director (P), Galiyat Development Authority, Abbottabad.
- 8. The bidders are requested to give their best and final prices as no negotiations are expected.

(Raza Ali Habib)
Director General
2nd Floor ZTBL Building
Galiyat Development Authority
Abbottabad

INSTRUCTION TO BIDDERS

Date07-09-2020

- A. The bidder must submit the proposals in sealed envelopes and as per specified procurement method (single stages) (two envelopes)
- B. The proposal shall be clearly marked on the outer side" technical proposal" "financial proposal" or technical and financial proposals as the case may be.
- C. The proposal shall be typed English, any hand written part or full proposal (either technical or financial) shall be rejected.
- D. The proposals must contain a transmittal letter on the bidder's letterhead, duly stamped by authorized representative (as per prescribed specimen).
- E. The envelopes should be on the name address and contact details of the addresses and the addressors.
- F. The proposal shall contain the copy of legislation with one of the mandated authorities of Government of Pakistan along with the national tax number certificate.
- G. The proposal shall contain sales tax registration certificate (optional).
- H. The proposal shall have complete work plan and delivery schedule without which no weightage will be given in accordance with the bid evaluation criteria.
- I. The bidder shall specify validity in days, the submitted bid Galiyat Development Authority may under exceptional circumstances request for extension in bid validity which shall be for not more than the period equal to the period of the original bid validity.
- J. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short listed, no such association will be allowed.
- K. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- L. The proposals should be in accordance with enclosed specifications and technical design (if any) (optional)
- M. All bidders shall submit proposals on or before close of office on 29-09-2020, Galiyat Development Authority, 2nd Floor ZTBL Building, Mansehra Road, Abbottabad. No proposal in any case shall be accepted

after the deadline.

- N. The proposal/bidder shall submit audited financial statements for the last three years and account balance statement for the current ongoing years.
- O. The bidder shall submit an affidavit that it has never been blacklisted / non defaulted from any private or public body / organization.
- P. Submit statement of any history of litigation or ongoing.
- Q. The bidder will deposit bid security money with procuring entity equal to 2% of the total value of the contract along with the bid in the envelope containing financial proposal. The bid security money so deposited shall be returned to the depositor after signing the contract.
- R. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or conditional does not adhere to these instructions.
- S. The procuring entity may offer for re-biding in case the proposal does not satisfy its professional requirements and other criteria set forth in the advertisement and SBD.
- T. In case of award of contract the bidder has to submit performance bank guarantee at 10% of the total contract value. This bank guarantee be from a scheduled bank and valid till the end of warranty period.
- U. Contract will be signed with the successful bidders and its terms and conditions will govern the SBD.
- V. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).

1. **Bid Form and Price Schedules** (Sample)

Date:07-09-2020

To: [name and address of Procuring Agency]					
Gentlemen and/or Ladies:					
Having examined the bidding documents including Agenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver sightseeing carts in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.					
We undertake, if our Bi schedule specified in the Sched		ls in accordance with the delivery			
-	ve will obtain the guarantee of a loce for the due performance of the	bank in a sum equivalent to e Contract, in the form prescribed			
We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under relevant Clausef the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.					
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.					
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:					
Name and address of agent Amount and Currency Purpose of Commission gratuity		Purpose of Commission or gratuity			
(if none, state "none")					
We understand that you are no	t bound to accept the lowest or a	ny bid you may receive.			
Dated this day of	20				

signature]

[in the capacity of]

Price Schedule in Pak. Rupees

Name of E	Bidder	IFB Nu	mber	Pag	ge of	_
1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required3

Signature of Bidder	

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

GENERAL TERMS AND CONDITIONS

Ser. #	Description / Specification	Qty.	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax	Delivery Period	Total
1.						
2.						

1. Following are the details regarding request for quotation for Battery operated Electric Sightseeing Carts.

Matrix to be filled by the bidder as per the instructions laid down here.

2. General Terms and Conditions

Following are the General Terms and Conditions

- n) The above details shall be submitted in a sealed envelope
- o) The Supplier (s) must be registered with the Sales Tax authorities.
- q) The quote (s) must remain valid for 30 days
- r) All suppliers shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- s) The request for quotation is non-transferable.
- t) Quotations must be submitted on or before the given time and date to the officer-designate for the purpose. No late quotation for any reason whatsoever will be considered.
- u) The quote(s) must be accompanied with an bid security valuing 2% of the total quoted price.
- v) NTN certificate shall be enclosed.
- w) Each supplier can only submit one offer / quote.
- x) The quotation must carry the authorized signatures of the representative of the suppler on every page of proposal.
- y) Galiyat Development Authority has the right to accept or reject any or all offers assigning a reason thereof.

Thanking you.

Yours truly

Director General Galiyat Development Authority 2nd Floor, ZTBL Building Abbottabad

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

A. LANGUAGE

All communications and documentations related to procurements shall be in English. Any document or experience certificate other than the English shall be translated into English.

B. BID SECURITY DEPOSIT (Where Applicable)

Unless otherwise agreed between the Procuring entity and the Supplier, the later shall deposit with the Procuring Entity a sum equal to 2% of the total value of the goods detailed in the said Schedule at 'C'.

C. PLACE AND TIME OF DELIVERY

The Supplier/Vendor/bidder shall as may be required by the Procuring entity either deliver free at, places detailed in the said Schedule, the list and Quantities of the goods detailed herein and the goods shall be delivered out not later than the dates specified.

(i) **Delivery Schedule**

Ser.#	Item / Deliverable	Date of deliver	Place of deliver	Verification	Acceptance

D. VARIATIONS / REPEAT ORDERS

The Procuring entity may during the execution of the Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPP Rules 2014.

E. INSPECTION of Goods on Delivery (whole applicable)

The goods shall be inspected by the inspecting team of the Procuring entity for quality/quantity etc at the agreed location/warehouse of the Procuring entity before the goods are provided / supplied at their final destination.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall

have the right to lodge claims within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

F. PACKAGING

Material/works/service should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

G. PERFORMANCE BANK GUARANTEE

Successful bidders shall furnish a Performance Bank Guarantee of 10%(where applicable) of value of Purchase Order/Tender price/Contract on the proforma prescribed provided that the guarantee is issued by any of the approved Banks within 20 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance

If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

FORFEITURE OF PERFORMANCE BANK

GUARANTEE

The Performance Bank Guarantee may be forfeited if the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract / Purchase Order.

H. PAYMENT CLAUSE Payment shall be made on production of the

following documents: -

- a. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, Material Receiving Report No.____, and Acceptance Note No.____, with date, price/rate of each item.
- b. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- c. Authenticated sales tax invoice in original as prescribed in the Sales Tax Act 1990 (where applicable).
- d. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice). (where applicable)
- e. National Tax Number.
- f. Sales Tax Registration Number.
- g. Certificate in original issued by any one of the Independent Inception (where applicable).
- h. Bank Account Number and Branch.
- i. Recovery of all applicable taxes at source should be made as per rules
- j. Certificate from procuring entity stating Goods as per standard / professional requirement (format given below)

DETAIL OF STANDARDS (if applicable)

S. #	Meets best	Meets acceptable	Meets un	Does not meet
	quality standards	quality standards	acceptable	acceptable
	(5)	(4)	quality standards	quality standards
			(3)	(2)
1.				
2.				
3.				
4.				

<u>Delivery / Deliverable accepted since it meets acceptable / best quality standards</u> (5/4)

(Assessment / Evaluation Officers) Name and Designation

K. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project (representing consultant firm /organization). The Project Coordinator shall have the qualifications as may be agreed between the client and the consultant.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the procuring entity (PE), the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers

The supplier agrees that no proprietary and confidential information received by the supplier from the Client / PE shall be disclosed to a third party unless the supplier receives a written permission from the PE to do so.

Procuring entity (PE) may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, Procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

L. DISPUTES AND CONTROVERSIES/DISPUTE RESOLUTION

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPP Rules 2014.

If a bidder is not satisfied with the decision of the Committee he may take recourse to the KPK PPRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by PPRA whose decision will final and biding on both the parties

M. INDEMNITY

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always

that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

N. SUB-LETTING CONTRACT

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

O. BRIBES COMMISSION ETC.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

P. TERMINATION End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

Termination by the Client

The Client / PE may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

Termination by the Supplier

The supplier may suspend the Agreement by a written notice of thirty (30) days only if the supplier does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty(30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by

giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances, the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

Q. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

R. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPP Rules 2014.

S. CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

T. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client	
To: The Suppl	ier
	Or to such other address as either of these Parti

Or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

U. QUALIFICATION CRITERIA

Following is the qualification criteria..

- 1. Bidders should be registered entities with the Government (contractor with PEC; Company with SECP or any other authority).
- 2. Carrying a National Tax Number (NTN), or a CBR Tax Exemption Certificate;
- 3. Sales tax certificate (where required)
- 4. Financial health (Financial Audit Report, Bank Statement in the past 3 fiscal years);
- 5. Should demonstrate similar experience of supplying same type of machinery for at least 10 Years.
- 6. Has supplied at least 40 number of same machinery (documentary proof)
- 7. Shall provide on a stamp paper an Affidavit stating that the proponent has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal / provincial governments.

V.Specifications

Seating Capacity: \sim 10-12 People Motor: \sim 2V/7.5KW or better

Charger: Computer Intelligent Charger or equivalent

Ground Clearance: 160mm-200mm

 $\begin{array}{lll} \text{Braking Dist:} & 4.9\text{m or better} \\ \text{Forward Speed:} & 25 \sim 35 \text{ Km/H} \\ \text{Turning Radius:} & 5.0 \text{ M} - 6.0 \text{ M} \\ \text{Climbing ability:} & 15 \sim 25\% \\ \text{Maximum Mileage:} & 100 \sim 120 \text{Km} \\ \text{Trans axel:} & 16:1 \text{ or better} \\ \end{array}$

Galiyat Development Authority 2nd Floor ZTBL Building, Abbottabad

BANK GUARANTEE FORM IN RESPECT OF BID SECURITY (to be furnished on non-judicial stamp paper of appropriate value)

Procuring Officer Procuring entity and its address	
1. M/s	through their
submitting their offer against your t	(hereinafter called the supplier) are tender enquiry No for due on and have requested
us to issue a bank guarantee for their compliance with conditions of the ten	in your favor as bid security to ensure
hereby unconditionally, irrevocably and in entity without delay upon procuring entity procuring entity up to the sum named here	and defenses and under the aforesaid contract, independently guarantees to pay to procuring is first written demand any amount claimed by ein, on procuring entity written declaration that y of the terms of the tender / bid or committed
aforesaid, on the part of the bidder shall be ach first demand, payment shall be made	of which the Buyer shall be the sole Judge, as be given by the Buyer to the Guarantor and on the by the Guarantor of all sums then due under but any reference to the bidder or any other
tenderers / biddersa works / services as per tender enquiry / let	oths from date of opening of tender. In case the are awarded a contract for supply of goods / tter / RFP quoted above, the guarantee will an acceptable performance bond on Procuring
5. Claim if any must reach us in writing on no longer be liable to make payment to you	or before the expiry date after which we will
6. Our liability hereunder is limited to	
NAME OF THE BANK	
WITH ADDRESS	

Galiyat Development Authority 2^{nd} Floor ZTBL Building, Abbottabad

PERFORMANCE BANK GUARANTEE FORM IN RESPECT OF PURCHASE ORDER / CONTRACT AGREEMENT

(to be furnished on non-judicial stamp paper of appropriate value)

WHEREAS <name entity="" of="" procuring=""> having its registered office at, by an agreement made between (hereinafter called the supplier/service provider) has awarded the contract (hereinafter called the contract) vide agreement / letter / P.O. No. dated for the supply of goods / works / services specified in the said Purchase Order / contract agreement.</name>
AND WHEREAS in accordance with the provisions of clause
In consideration of the premises weBank Limitedhereby guarantee irrevocably and unconditionally forthwith to pay to the procuring entity without reference to the service provider on the first demand of the procuring entity in writing stating that the service provider has committed a default under the Contract/Purchase order without any further statement of the particulars of such default and notwithstanding any contestation by the supplier an amount not exceeding Rupees
And weBank Limited hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the procuring entity under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of procuring entity shall in any way release this Bank from any liability under this guarantee.
The validity of this guarantee shall expire after days on of the completion of delivery of supplies to the procuring entity by the supplier in conformity with the provisions of the Contract/Purchase Order. After its expiry the procuring entity shall return this guarantee to the Supplier for cancellation by this bank.
NAME OF BANK WITH ADDRESS AUTHORISED OFFICER OF THE BANK

PURCHASE ORDER / CONTRACT AGREEMENT

The purchase order is the simplest form of contract for procurement between the procuring entity and the supplier. It is used to form a contract by accepting the successful bidder's quotation, where no contract award notice or detailed contract document is required. The purchase order defines the goods to be supplied, the price to be paid for the goods, works or services and the delivery period required.

- 2 The purchase order shall carry the following information:
 - the name of the supplier;
 - the date of issue of the Purchase Order;
 - the delivery address;
 - the name of the procuring entity purchasing the items;
 - the Requisition Number;
 - the Purchase Order Number;
 - the quantity of each item required;
 - any part or pattern number for each item;
 - a brief description of each item;
 - the unit cost or rate for each item; and
 - the delivery period and whether the delivery is to be made in lots.