



Receipt Number _____

BIDDING DOCUMENTS/TERMS OF REFERENCE

For

ESTABLISHMENT OF PRE-FABRICATED, ECO-FRIENDLY, AND ENVIRONMENTALLY SOUND INFRASTRUCTURE FOR THE PROVISION OF SUSTAINABLE TOURISM FACILITIES AT PLAZA PARK NATHIAGALI

NOVEMBER 2020

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INTRODUCTION

1. PROJECT PROFILE:

The Galiyat Development Authority (GDA) in line with the vision of the Government of Khyber Pakhtunkhwa is necessary steps for the promotion of sustainable tourism. The department intends to utilize the existing resources and put them to the best possible use. In this regard the GDA has decided to offer the unused vacant land at Plaza park Nathiagali for establishment of pre-fabricated, eco-friendly, and environmentally sound infrastructure for the provision of sustainable tourism facilities. The main concept behind this venture would be the installation of environment friendly structures with no concrete structures which is to be used as luxurious accommodation facility. Along with the residential facility a small café will also be built for provision of eateries. Moreover, the successful bidder will be required to build executive standard restrooms for general public at the site.

Property will be handed over on long term rent basis for a period of 15 years (extendable to further 10 years mutually agreed fresh terms and conditions) on the basis of "AS IS AND WHERE IS".

Salient features of the property:

Property name	Current situation	Potential Scope
GDA Land at Plaza Park Nathiagali	A plain concrete structure	a. Establishment of pre-fabricated, eco-friendly, and environmentally sound infrastructure for the provision of sustainable tourism services for accommodation/ café/restaurant. It should be executed in a manner that the required units will be assembled and erected on site, with the least demolition & use of cement-concrete, and minimal environmental footprint.

		b. Executive standard public restrooms, duly catering for civic needs of users, along with hygiene and sanitation arrangements and disposal of waste-water.
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2. INSTRUCTIONS TO BIDDERS (ITB)

2.1 Invitation to Bid

2.1.1 Director General (DG), Galiyat Development Authority (GDA) Khyber Pakhtunkhwa, invites sealed bids (Technical & Financial) for ESTABLISHMENT OF PRE-FABRICATED, ECO-FRIENDLY, AND ENVIRONMENTALLY SOUND INFRASTRUCTURE FOR THE PROVISION OF SUSTAINABLE TOURISM FACILITIES on long term rental basis as specified in the Schedule of Requirements (SOR) along with Technical requirements and related services incidental thereto to meet the requirement of Procuring Entity (GDA).

2.1.2 All the subsequent means of communication for the bidders will be true and original signed copies of documents and letters to be submitted through registered post/courier service with proof of receipt. Phone, fax, telex and email can be used only for information/inquiry purposes unless otherwise decided by the Procuring Entity (GDA).

3.2 Eligible Bidders

3.2.1 This invitation for Bids (IFB) for letting out of above mentioned property is open to all eligible bidders/firms specifically described in the Schedule of Requirement of these Bidding Documents.

3.2.2 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.

3.2.3 The Bidder must possess valid Registration under Sales & Income Tax Authorities including where relevant SECP, on ATL of FBR, Relevant Provincial

Tax Authorities like KPRA (If already in business in KP, a bidder will have to register his firm with KPRA in case of award of the project) and also with other relevant bodies where applicable.

3.2.4 The Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are **NOT ELIGIBLE**.

3.2.5 The Bidder shall not have a *conflict of interest*. If a bidder is found to have conflict of interest it shall be disqualified at any stage of the process including contract administration stage. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) Submit more than one bid in this bidding process.

(b) Bidders shall provide such evidence of their continued eligibility satisfactory to the competent authority of GDA.

3.3 Cost of Bidding.

3.3. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the GDA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4 Applicable Bidding Procedure.

4.1. The bidding procedure is governed by the KPPRA Rules method i.e. single stage two envelopes process.

4.2. The bidding procedure prescribed is explained below:

Single Stage, Two-Envelope Procedure (Rule 06 2(b) KPPRA 2014)

(i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Technical Proposal and the Financial Proposal;

(ii) The envelopes shall be marked as **“TECHNICAL PROPOSAL”** and **“FINANCIAL PROPOSAL”** in bold and legible letters to avoid confusion;

- (iii) Initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened; technical proposal is to determine the technical strength and consideration of the eligibility of the firm for the project, which is to be carried out before the opening of the financial bids.
- (iv) The envelope marked, as “**FINANCIAL PROPOSAL**” shall be retained in the custody of the competent authority (GDA) without being opened;
- (v) The competent authority (GDA) shall evaluate the technical proposal, without reference to the price and reject any proposal, which do not conform to the specified requirements;
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;
- (viii) The financial proposals should indicate the annual rent offered.
- (viii) After the evaluation and approval/shortlisting of the technical proposal the competent authority shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive or disqualified shall be returned un-opened to the respective Bidders; and
- (ix) The minimum qualifying marks for technical proposal is 70.
- (x) The financial proposals of the technically qualified firms shall be opened.
- (ix) The final evaluation shall be based on the highest financial bid offered by the technically qualified bidder.

5. The Technical Proposal should contain

- All the bid items without quoting the price.
- Must list bidder’s clientele, detail of technical and managerial staff.
- Registration proof with relevant authorities such as KPRA, SECP, FBR. PEC, etc.

- Detailed profile of the bidding firm.
- Experience of the firm and any projects previously done or in progress.
- Last 03 years, financial status of the firm including audited accounts for the past three years (the most recent being for a period ending not more than 12 months from the date of the bid).
- Financial capacity/stability of the firm i.e. bank statement for last 3 years.
- The proposal indicating the plan, the units to be installed and amount to bidder is proposing for investment.

5.1. The eligible bidder shall be required to establish the facility with his own investment and on the maturity of the contract period or if the operator vacates the property earlier, he may take the pre-fabricated structures with him at his own risk and cost and he shall not have any claim on the land which entirely belongs to GDA.

5.2. The operator who will be awarded the contract will have to furnish the vicinity up to good standards keeping with the latest market trends and taking the customers satisfaction as its prime focus and responsibility. For that purpose, proper interior designing and finishes including walls, floors and ceilings shall be made with good quality finishing expertise.

5.3. The operator will be required to ensure the property with a good ranked insurance corporation and insurance certificate/policy will be shared with GDA.

5.4. Drainage and sanitation and water supply management system shall be developed by the operator where necessary and operator shall have to maintain sanitation standards as per GDA's requirement.

5.5. The agreement through long term rent will be for 15 years which will be extendable for further 10 years and the operator will be bound to deposit one advance rent amount at the time of signing of Agreement, with mutually agreed advance security amount or revolving bank guarantee equal to the rent amount or as agreed by the Competent Authority. The rent will be increased by 10% after every three (3) years.

5.8. The rent amount shall be payable by the operator to the GDA in advance on term basis, positively on or before each year, failing which 1% of the annual rent amount or 1% of current term amount will be charged on daily basis as penalty and failure to pay the annual or term rent amount for a period of 15 (fifteen days) days before the renewal date will result in GDA cashing out the bank guarantee, if for any reason payment is not received by GDA by or on the renewal date the agreement will stand cancelled and GDA will forfeit any security deposit paid by the operator. The operator will also be liable for any damages and loss of income to GDA.

6. The Bidding Documents:

6.1. There are some integral components of Documents for bidding activity, which cumulatively forms Bidding Documents. These include:

- (a) Instructions to Bidders (ITB)
- (b) Evaluation Criteria
- (c) Schedule of Requirements
- (d) Sample Forms & Schedules

6.2. The “agreement Notice” is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the agreement Notice and the Bidding Documents listed above, the Bidding Documents shall take precedence.

6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required to the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder’s risk and may result in the rejection of its bid.

6. Clarification(s) on Bidding Documents:

6.1. A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Entity's address. The Procuring Entity shall respond in writing to any request for clarification(s) of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

7. Amendment(s) to the Bidding Documents:

7.1. At any time prior to the deadline for submission of bids, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

7.2. All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.

7.3. In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for the submission of bids.

8. Language of Bids:

8.1. All correspondences, communications, associated with preparation of Bids, clarifications, amendments, and submissions shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of

the relevant passages in English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence

9. Bid Price/ Reserve price:

9.1. The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the annual rent amount offered.

9.2. The bidder shall offer a fixed annual rent amount.

9.2. Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/ correction must be initialled.

9.3. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker.

9.4. Every annexure or attachment must be flagged with A, B, C or otherwise.

9.5. The Bidder is required to offer a highest maximum rent amount which must include all the taxes, levies, duties, and any other expense where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties, etc.

10. Bid Currencies:

10.1. Prices shall be quoted in the currency Pak Rupees.

11. Documentation on Eligibility of Bidders:

11.1. Bidder shall furnish, as part of its bid, the Bid Form provided in last part of Bidding Documents, establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2. Technical Bid Performa provided in the last part of Bidding Documents for the preparation and understanding of bids, however the bidder will be required to provide complete details in technical bid.

The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Entity's satisfaction that the Bidder, at the time of submission of its bid, is an eligible bidder as defined under ITB Clause 3.2 mentioned above.

12. Bid Security:

12.1. The Bidder shall furnish, as part of its bid, a Bid Security of a percentage of the total bid value i.e. CDR 5% of the total bid value of per year rent amount. Unsuccessful bidder's bid security shall be returned soon after the announcement of the successful bids.

12.2. The successful Bidder's bid security may be returned after six months of signing of contract and furnishing the Revolving Bank Guarantee or as per decision of the Procuring Entity (GDA).

12.3. The bid Security may be forfeited:

(a) If a Bidder withdraws its bid during the period of bid validity;

Or

(b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a Performance Security/Guarantee for the duration of the contract.

13. Bid Validity:

13.1. Bids shall remain valid for the period of 60 days after the date of opening of technical bid prescribed by the Procuring Entity (GDA). A bid valid for a period shorter than the one prescribed in the Bid Sheet (BS), shall be rejected by the Procuring Entity as non-responsive

13.2. The Procuring Entity (GDA) shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension

shall be for not more than the period equal to the period of the original bid validity.

13.3. Bidders who:

13.3.1 Agree to the Procuring Entity's request for extension of bid validity period shall not be permitted to change the substance of their bids; and

13.3.2 Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

14. Formats and Signing of Bids:

14.1. The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

14.2. The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding documents/ TOR's.

14.3. The original bid shall be typed or written in indelible ink and shall be signed and thumb impressed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid form.

14.4. Any interlineations or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

14.5. Bidder's Technical bid shall stand cancelled if his Financial bid found open in Technical bid instead of financial bid.

14.5. Any tampering, illegitimate inclusion or exclusion in any part of the Bidding Documents shall lead to disqualification of the bidder.

15. Sealing and Marking of Bids before submission:

15.1. The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal both the proposals/bids in separate

envelopes. The said two envelopes shall then be sealed in an outer envelope.

15.2. The inner and outer envelopes shall:

(a) Be addressed to the Procuring Entity at the address given in the **Invitation for Bids**; and

(b) Bid Reference No. and a statement: **“DO NOT OPEN BEFORE,” THE TIME AND THE DATE SPECIFIED FOR OPENING OF BIDS.**

15.3. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as **“non-responsive”** or **“late”**.

15.4. If the outer as well as inner envelope is not sealed and marked as required by the ITB Clauses 15.1 to 15.3 above, the Procuring Entity shall assume no responsibility for the bid’s misplacement or premature opening.

16. Deadline for Submission of Bids:

16.1. Bids must be submitted by the Bidder and received by the Procuring Entity (GDA) at the address on the time and date specified in invitation to bid. The Bids received **later than the time and date specified will stand summarily rejected.**

16.2. The Procuring Entity (GDA) may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 15 above, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

17. Late Bids:

17.1. Any bid received by the Procuring Entity after the deadline for submission of bids prescribed by the Procuring Entity pursuant to ITB Clause 16 shall be rejected and returned unopened to the Bidder.

18. Withdrawal of Bids:

- 18.1. The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for opening of bids without any penalty.
- 18.2. No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified.
- 18.3. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder.

19. Opening of Bids by the Procuring Entity:

- 19.1. All bids received, shall be opened by the Procuring Entity (GDA), publicly in the presence of the Bidders or their representatives on the date, time and venue already prescribed.
- 19.2. The opening of Bids shall be subject to the Bidding Procedure prescribed and elaborated in ITB Clause 4 above.
- 19.3. All Bidders in attendance shall sign an attendance sheet.
- 19.4. The Procuring Entity shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, any bid modifications or withdrawal, the presence or absence of requisite bid security, and such other details as the Procuring Entity, at its discretion, may consider appropriate if not in conflict with the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.
- 19.5. The Procuring Entity (GDA) shall have the minutes of the Bid opening (technical and when applicable financial) recorded.
- 19.6. All bids received late or not fulfilling any criteria devised shall be rejected or returned unopened to the bidder as per the decision of the Procuring Entity.
- 19.7. The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Procurement Committee shall record a statement giving reasons for return of such bid(s).

20. Clarification of Bids:

- 20.1. During evaluation of the bids, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

21. Preliminary Examination:

- 21.1. The Procuring Entity shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 21.2. In the financial bids the arithmetical errors shall be rectified on the following basis.
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - b) If the Bidder does not accept the correction of the errors, bid shall be rejected, and Bid Security may be forfeited.
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- 21.3. The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.4. Prior to the detailed evaluation, the Procuring Entity shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents

without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes, strep code fee & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 21.5. If a bid is not substantially responsive, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

22. Evaluation of Bids:

- 22.1. The Procuring Entity shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 21 above.
- 22.2. All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Bidding Documents.
- 22.3. A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for rental agreement.

23. Determination of Qualification of Bidder:

- 23.1. The Procuring Entity, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.
- 23.2. Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

- 23.3. The Procuring Entity shall determine to its satisfaction whether a Bidder, technically and financially qualified is capable to perform the Contract satisfactorily.
- 23.4. The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Entity (GDA) deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Entity may inspect the Head office/ warehousing system/ practices or anything/claim/experience mentioned by the bidder in his technical profile by a team of experts for assessment, if it deems necessary.
- 23.5. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Entity shall proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 23.6. The Procuring Entity shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification, as Bidder was false and materially inaccurate or incomplete.

24. Announcement of Evaluation Report:

- 24.1. The Procuring Entity may announce the results of the bid evaluation in form of a report through its website or display on office notice board, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

25. Rejection of Bids:

- 25.1. The Procuring Entity may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Entity shall upon request

communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

25.2. The Procuring Entity incurs no liability, solely by virtue of its invoking ITB Clause 25 above towards Bidders who have submitted bids.

25.3. Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

26. Re-Bidding:

26.1. If the Procuring Entity has rejected all bids, it may call for a re-bidding as decided by the competent Authority.

26.2. The Procuring Entity before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

27. Contacting the Procuring Entity:

27.1. No Bidder shall contact the Procuring Entity on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Entity, it should do so in writing.

27.2. Any effort by a Bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

28. Acceptance of Bid and Award Criteria:

28.1. The Bidder, whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Bidding Documents and having the highest evaluated responsive bid, if not in conflict with any other law, rules, regulations or policy of the Government of Khyber Pakhtunkhwa,

shall be awarded the Contract, within the original or extended period of bid validity.

29. Notification of Award:

- 29.1. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify to the successful Bidder in writing that its bid has been accepted Rule 46 in conformity with provision of section 31 of the act in these rules.
- 29.2. The notification of award shall constitute the formation of the Contract between the Procuring Entity and the successful Bidder.
- 29.3. The enforcement of the Contract shall be governed by these TOR's as agreed by the bidder and any additional conditions set forth by the GDA in the rent agreement.

30. Limitation on Negotiations:

- 30.1. Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details.
- 30.2. Negotiations may relate to the following areas; (the list is being provided as guidance only and under no circumstances be treated as exhaustive and final):
 - a. Minor alterations to technical details, such as the scope of work, the specification or drawings;
 - b. Minor amendments to the Special Conditions of Contract;
 - c. Finalization of payment schedule and ancillary details;
 - d. Inputs required from the Procuring Agency;
 - e. Clarifying details that were not apparent or could not be finalized at the time of bidding;

31. Signing of Contract:

- 31.1. After the completion of the Contract Negotiations the Procuring entity shall send the Bidder the Contract Agreement Form provided in these Bidding Documents, incorporating all agreements between the Parties.
- 31.2. Within ONE week of receipt of the Contract Agreement Form, the successful Bidder shall sign the Contract in accordance with the legal requirements in vogue.

Unless the procurement contract has already entered into force, a contractor or supplier feeling aggrieved by the order of a Procuring Entity accepting a bid may file a review application to the GDA.

- 31.3. If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation the Procuring Entity (GDA) may award the contract to the next highest evaluated Bidder or call for new bids.
- 31.4. The Contract shall become effective upon affixation of signature of the Procuring Entity and the successful/selected Bidder on the Contract document, and shall be governed for the period specified and by the terms and conditions mutually agreed in the contract.

32. Revolving Bank Guarantee:

- 32.1. On the date of signing of Contract, the successful Bidder shall furnish a Revolving Bank Guarantee equal to the annual rent amount as per the Khyber Pakhtunkhwa Public Procurement of goods, works & services rules 2014 as specified. As per details on the Form and in the mannered prescribed in these Bidding Documents.
- 32.2. The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Revolving Bank Guarantee.

32.3. Failure to provide a Bank Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Entity (GDA) may award the contract to the next highest evaluated bidder or call for new bid.

33. Award Criteria:

33.1. The contract will be awarded after taking into account the technical capacity of the firm. The financial bid of only the technically qualified firms will be opened and the qualified firm offering the highest financial bid will be awarded the project. The successful highest bidder will be offered to deposit the bank guarantee and advance rent to the procuring entity (GDA). The amount of security/bank guarantee shall be equal to one-year rent amount in advance at the time of issuance of Letter of Acceptance (LOA) within stipulated time.

4. GENERAL CONDITIONS OF THE CONTRACT (GCC):

4.1. General conditions of the contract shall remain fixed and unchangeable. The policies, instructions and all other guidelines issued by Provincial Government or in the absence of any such provincial law, provisions of federal law shall be applicable in such situation, if any arise during course of rental contract process

6. Schedule of Requirement

The detailed features are as under:

Property name	Current situation	Potential Scope
GDA Land at Plaza Park Nathiagali	A plain concrete structure	<p>c. Establishment of pre-fabricated, eco-friendly, and environmentally sound infrastructure for the provision of sustainable tourism services for accommodation/ café/restaurant. It should be executed in a manner that the required units will be assembled and erected on site, with the least demolition & use of cement-concrete, and minimal environmental footprint.</p> <p>d. Executive standard public restrooms, duly catering for civic needs of users, along with hygiene and sanitation arrangements and disposal of waste-water.</p>

7. Evaluation Criteria

Technical

S. #	Evaluation parameter	Explanation	Max. Allocable marks
1	Registration with Relevant Authorities: a. SECP (2 Marks) b. FBR (3 Marks) c. KPRA (2 Marks) d. Others (3 Marks)	<ul style="list-style-type: none"> ➤ Registration with each authority will carry marks accordingly. ➤ For the others registration with any additional authority extra marks may be awarded. 	10 Marks
2	a. Concept/ innovation/ proposed idea and plans (30 Marks)	<ul style="list-style-type: none"> ➤ Marks will be awarded for the quality of the proposal. Marks will be awarded according to the uniqueness of the proposal/idea and high concern for eco-friendliness. 	30 Marks
3	a. Experience in the Construction Industry (10 Marks) b. Construction Projects successfully executed (10 Marks)	<ul style="list-style-type: none"> ➤ Firms with 10 years' experience will get full 10 marks, ➤ Firms with 7 years' experience will get 6 marks. ➤ Firms with 5 years' experience 4 marks and less than 5 years is 0 marks • 10 mega (<i>above PKR 500 million</i>) construction projects executed (10 marks) • 5 mega (<i>above PKR 500 million</i>) construction projects (6 marks) 	20 Marks

		<ul style="list-style-type: none"> • Less than 5 projects (0 marks) 	
4	<p>a. The total working capital available with the bidder (10 marks).</p> <p>b. The total amount proposed to be invested in the project (10 marks).</p>	<p>Complete marks shall be awarded to the one having highest available capital and the highest proposed investment. The rest shall be awarded on percentage basis. i.e. $\frac{\text{Capital available}}{\text{highest available}} \times 10$ $\frac{\text{Proposed Investment}}{\text{highest proposed}} \times 10$</p>	20 Marks
5	Environmental Considerations	<p>Submission of Environmental Impact Assessment (EIA) Plan.</p> <p>The two significant environmental sensitivities of project are (i) high-hill reserved coniferous forest and (ii) Ayubia National Park, housing a number of endangered plants, herbs, animals and bird's species. Hence, an environmental assessment is a mandatory requirement, and marks will be awarded based on the quality of the plan with mitigation matrix.</p>	20 Marks

Note: The technical qualifying score is 70% out of total marks that will qualify the bidder for the next phase that is financial opening of bids.

Financial

S.No	Evaluation Parameter	Explanation
1.	Annual Rent Offered	The bidder shall quote the amount of annual rent to be paid. The technically qualified bidder offering the highest annual rent will be awarded the project.

7. SPECIAL CONDITIONS OF THE CONTRACT (SCC):

Special Conditions of the contract shall be based on the ITB and also in line with GCC but not limiting to the Instruction enumerated above.

1. Duration of the Contract:

1.1.1. The duration/term of the contract will be for 15 years from the date of contract execution with the successful bidder that will be further extendable for 10 years with mutually agreed revised terms and conditions.

2. Security Deposit/ Revolving Bank Guarantee:

- 2.1. The successful highest bidder will have to deposit security in the form of a revolving bank guarantee equal to one year rent amount in advance at the time of agreement.
- 2.2. In case of non-fulfilment of Terms & Condition of the contract, the Procuring Entity (GDA) reserves the right to cancel the contract or even contract process by forfeiting the bid security of successful bidder.
- 2.3. In case of tie between the competing bidders, the Procurement Committee reserves the right to ask for increase of financial bid and thus contract shall be awarded to the highest bid.
- 2.4. No sub-letting, assignment, mortgage or transfer whatsoever shall be allowed to successful bidder after award of contract.

3. Payment Schedule:

- 3.1. Mode of payment shall be in the form of bank pay order in the name of Director General (DG), GDA KP.
- 3.2. Payment of rent amount shall be made in advance and shall be on yearly basis.
- 3.3. The operator shall pay 50% of annual rent amount, within 15 working days from the date of award. The remaining 50% shall be payable within six months. Failing which; legal action as enumerated in contract document, shall be invoked by the Procuring Entity (GDA).
The operator should provide with the revolving bank guarantee equivalent to the rent amount of one year which shall guarantee the payment schedules and adherence for mutual benefits.
- 3.4. There shall be an increase of 10% in the rent amount after every three years.
- 3.5. In case of default of payment for a period of more than three months from the due date, the agreement may be liable to be

cancelled by DG, GDA. However Procuring Entity (GDA) shall provide an opportunity for hearing before passing such order.

4. Transfer of rental rights :

4.1. In case of death of operator during validity of the contract period, the rent agreement shall devolve upon the legal heirs for the un-expired period provided that heirs enter into a fresh agreement for the un-expired period within 60 days following the death of the contractor, if no agreement entered within 60 days the contract shall ipso facto and be rendered as relocated and his successor or assigns shall be under obligation to handover the property to the GDA.

5. Rights of the Procuring Entity (GDA):

- 5.1. The operator during the terms of this Agreement, shall pay all electricity bills, water charges, property tax and other government taxes and duties as may accrue from time to time during the contract period and will submit their copies to Procuring Entity (GDA) on yearly basis.
- 5.2. The operator shall permit the Procuring Entity (GDA) or any person/ officer authorized by him on his behalf, at all reasonable times, to enter the premises for the purposes of inspection.
- 5.3. Operator will not store any inflammable or combustible goods or explosive substances within the premises, which may cause damage or injury to or prejudicially, affect the premises or any building thereon.
- 5.4. Operator shall not carry on or permit to be carried on in any part of the premises any offensive illegal, immoral or unlawful activities, which are against the public policy or the customs of the area.
- 5.5. The operator will register the rent agreement with the local revenue authorities on his own cost, within one year of the signing of the agreement.

- 5.6. The operator will be liable to keep up to date records of visitors/customers and activities and will coordinate with all types of government law enforcement agencies.

6. Development of infrastructure:

- 6.1. The operator shall not assign, charge, mortgage hypothecate, sell, dispose-off or transfer in any manner, whatsoever, Procuring Entity's right on the premises under rent agreement. Procuring Entity (GDA) will not be responsible for any financial commitment of the operator with any banks, financial institutions etc., during the contract period or after the completion of the contract period.
- 6.2. Construction of structure, any part thereof as well, on the said land, shall be purely pre-fabricated using eco-friendly prefabricated panels or similar materials and as per the requirements set forth by GDA, meeting hygiene / sanitation standards, without compromising and degradation of existing environment of the project corridor. The total number of units to be build and the covered area allowed will be determined by GDA as per its bylaws. **No new concrete structure will be allowed to be built.** The existing structure may be repaired and executive standard restrooms will be built in the existing structure as per the guidelines and requirements of GDA. The usage fee for restrooms will also be set forth by GDA. In case of violation, action would be taken against the operator as per GDA's building by laws and the structure constructed in violation would be removed.

7. Fraud & Fraudulent Practices:

If at any time, it is found that the operator has obtained the contract by miss-presentation or concealment of facts, the contract agreement shall be cancelled forthwith by the procuring entity, DG, GDA.

8. Arbitration:

In case of any dispute or difference arising out of any matter, the same shall be referred to the Secretary Tourism Department KP, comprising representative one each from Procuring Entity and operator side, for settling the issue. In case of conflict/disagreement, the matter shall be referred to the CHIEF SECRETARY of the Province of the Khyber Pakhtunkhwa in the form of reference, for final decision under the Arbitration Act-1940, who shall be the sole arbitrator and his decision will be final and binding on both the parties.

9. Dispute Resolution:

The Procuring Entity and the successful Bidder shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract terms.

Despite such negotiation if both the parties have been unable to resolve amicably a contract dispute, either party may refer the case to Secretary Tourism Department, Govt of Khyber Pakhtunkhwa and an independent Lawyer for decision through a Dispute Resolution Committee. The decision of the Dispute Resolution Committee shall be final and binding upon both the parties.

10. Closure of Agreement:

On the expiry of rent agreement made with the operator or on termination of Agreement, the operator shall hand-over the possession of the premises to the Procuring Entity (GDA) unconditionally and in such good condition, as it ought to be, along with all additions, alterations and renovations, without making any claim for compensation thereof.

FORMNO-----

TECHNICAL PROPOSAL (Sample)

The Director General,
Galiyat Development Authority GDA

1. Name of the Bidder _____
2. Legal Status _____
3. Registered Head Office and other office address _____
4. Current business activities/ Projects _____
5. Telephone/Fax Nos. _____ Email Address _____
6. Experience in the field of Construction/ hotel/Restaurant (Proof should be attached duly attested) _____
7. Financial position _____
 - ii) Attach Audited Financial Statements for the last three years.
 - iii) ii) Net Worth of Bidders
8. National Tax Number (Duly attested Photocopy of NTN Certificate (s) may be attached) _____

09. Proposed Methodology/ Business Plan for operation of the Resort

- a. **Infrastructural Development:** It mainly pertains to civil works, generally comprising upon tourist living quarters, restaurant, café, sheltered open areas (partially covered veranda) for coffee / tea and other allied structures etc. Salient features of methodological details are explained as under:
 - Depending upon dimensional details of the proposed site, detailed designs will be prepared and approval will be obtained from GDA.
 - Despite being an innovative design, the proposed structure will blend with the existing eco-system of the site.
 - Prefabrications will be done as per international standards, duly considering climatic aspects of the site.
 - Prefabricated components of the entire project will be transported to the site for erection and installation.

- Very limited cement-concreting will be done only for the foundations and the structural security.
 - Except unskilled labour, shall not be dependent on any local resource.
- b. **Executive Standard Public Restrooms:** Followings will be the plan for renovation and upgradation of restrooms:
- Basic layout of restrooms will be kept as such, without any major alterations or alterations.
 - However, for bringing it at par with the executive standards, bare-minimal changes will be permissible.
 - GDA's prior approval will be sought for any such changes, which will be planned as such.
- c. **Environmental Considerations:** Prior to commencement of physical work, an environmental assessment of the project must be undertaken, commensurate with its size and volume. The significant part of this study will be assessment of potential environmental threats and the proposed mitigation measures.

FORMNO-----

FINANCIAL PROPOSAL (Sample)

The Director General,
Galiyat Development Authority GDA

1. We declare that in case we are declared successful, we shall abide by all the terms and conditions contained in the " Bidding Document"
2. We the undersigned are depositing the requisite amount of earnest money (CDR of 5%) unconditionally to participate in the bidding for purchase of the projects.
3. We declare that an affidavit regarding bid security and a Bank draft/Pay order No.....is enclosed as Bid Security.
4. We are enclosing all requisite information on the shape of Technical and financial Proposals separately with supporting documents for participation in the bidding process.

Letter of Intention (Sample)

Bid Ref No.

Date of the Opening of Bids

Name of the Contract:

To:

Dear Sir/Madam,

Having examined the bidding documents, including Addenda Nos. *[insert numbers & Date of individual Addendum]*, the receipt of which is hereby acknowledged, we, the undersigned, offer the services under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to take the property in accordance with the terms & conditions specified in the bidding documents.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the Highest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption enforced in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses of the bidding documents.

Dated this [] day of [], 2020.

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

AFFIDAVIT (Sample)

I/We, the undersigned solemnly state that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 4) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 5) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 6) The undersigned has no dispute anywhere in the province regarding hospitality services of any scope.

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed

Note: The affidavit must be on judicial stamp paper by the Executive of the Firm & attested by Oath Commissioner.

Note: All the relevant documentary evidence dully attested shall be attached along with this experience sheet.

RENT AGREEMENT (Sample)

This agreement made & entered at Abbottabad on this day

BETWEEN

Director General GDA, (hereinafter called the Owner of the property which terms include, executors, administrators, assign & successors in-interest) as the first party

AND

Name: _____.

The particulars hereto for the consideration hereinafter agree as follows:

- 1- The operator SOLEMNLY DECLARES that he is a peaceful citizen of Pakistan and there is no case of criminal nature against him in any national or international court of law,& he agrees to provide all necessary information under the recent requirements of the law enforcement agencies necessary for operating a commercial property in Galiyat through long term rent agreement.
- 2- THE PREMISES: As provided in part of the Bidding document.
- 3- DURATION OF AGREEMENT: The rent agreement shall be till _____for ----- years_____ commencing from _____. This may extend for further ten years after the consent of owner of the property.
At the end of the agreement the Operator shall have no right to holdover & must vacate the said premises.
- 4- The agreement can be terminated upon the issuance of 3 month notice by the Owner of the property (GDA) or the Operator as per the following terms:
 - a. If the Owner terminates the agreement due to the breach of the terms and conditions of the contract by the Operator then he shall return rental fee made in advance by the Operator for the period to the rent agreement (unutilized subject to deduction of any claim for damages and unpaid rent amount/fee by the Operator).
 - b. A month will be counted in weeks without any fraction of days. For example 1 to 7 days will be counted as one week.
 - c. If the Operator terminates the agreement he will have to forgo the remaining amount of contract paid in advance for the period and compensate the Owner for any damages to the properties or outstanding dues to GDA.
- 5- RENT AGREEMENT PAYMENT: The yearly RENT AMOUNT of the property is RS._____ (only). After expiry of the deed the operator may take up the said Accommodation as agreed by both parties with new terms & conditions. Upon signing of the agreement, operator shall pay 50% of the total decided rent amount or as per discretion of the Procuring Entity GDA).
- 6- PERCENTAGE OF GROSS REVENUE PAYMENT: The firm will be liable to pay the already decided percentage of the total generated revenue at the end of every fiscal year, to GDA.
- 7- SECURITY DEPOSIT: At the time of signing of the contract agreement, the operator shall pay to Owner a security deposit as per

details given in ITB and SCC, which is to be returned to the operator after 15 days of termination of the agreement after first being applied by Owner against cost to repair of any damage caused to the demised premises & or any outstanding rent amount due to the Operator.

- 8- UTILITY CHARGES & TAXES: The Operator shall install connection of utilities and shall pay electricity, gas and water charges.
- 9- THE Operator shall promptly pay all the bills on account of any newspaper /magazine that she may subscribe through local newspaper distributors.
- 10- PEACEFUL OCCUPANCY: The Operator & the Owner shall enjoy quiet & peaceful possession of the premises without disturbance caused by the either party. The Owner shall have the right to inspect the conditions of the PROPERTY to inspect any defects caused by any act of the operator or his servants(s).The Operator shall allow the Owner the right to such inspection with or without prior notification.

11-USE OF THE PREMISES: The operator agrees to use the premise for the purposes as mentioned in bidding documents for TREE HOUSE AND CAFÉ (COMMERCIAL USE) only & may be assign, underlet or sublet the premise to anyone with the prior written consent of GDA.

12. The Operator will check and replace all faulty electrical wiring and fittings prior to commencement of letting out the premises. Further the operator will provide the Owner with an annual electrical safety certificate from a qualified electrical contractor.

THE OWNER AS WELL AS THE OPERATOR DO HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT AGREEMENT AS BINDING ON EACH OTHER.

First Party

Second Party

Full Name:
Permanent Address
CNIC
Email
Telephone

Full Name:
Permanent Address
CNIC
Email
Telephone

WITNESS 1.

WITNESS 2.

Name:
CNIC
Full Address

Name:
CNIC
Full Address

Signature:_____

Signature:_____