



Galiyat Development Authority

Government of Khyber Pakhtunkhwa



Receipt Number _____

BIDDING DOCUMENTS/TERMS OF REFERENCES

For

FOREST REST HOUSE NATHIAGALI

MARCH 2021

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INTRODUCTION

1. PROJECT PROFILE:

The GDA, Galiyat Development Authority Khyber Pakhtunkhwa in its pursuit to uplift the tourism potential in Galiyat region, utilizing the existing resources of Galiyat Development Authority and enhancing their financial viability has decided to outsource the following 04 number of Rest Houses in Galiyat through long term rent for a period of fifteen years (15) extendable for further ten years (10) from the date of contract award. The properties are offered on the basis of "AS IS AND WHERE IS".

S No	Name of Rest House	Location
1	Forest Rest House	Nathiagali

INVITATION FOR BIDS

Galiyat Development Authority intends to offer Nathiagali Forest Rest House on long term rental contract basis through National Competitive Bidding Process on "**as is, where is**" basis, for commercial purpose for a period of 15 years extendable for further 10 years from the date of contract execution with successful bidder.

Bidding Schedule:-

Date of Pre-Bid Meeting 24-03-2021

Date of Bid Opening & closing: 14-04-2021

Venue: Office of Galiyat Development Authority, 2nd floor ZTBL Building Abbottabad.

Preliminary eligibility criteria:

1. National tax number
Number in case of company
2. NADRA issued ID Card and SECP Registration
- 3 Tax Payment Certificate
4. Non Defaulter Certificate

Call Deposit:

The Call Deposit (CDR) shall be 2% of the quoted yearly rent amount offered by the applicant/bidder.

GENERAL TERMS AND CONDITIONS:

Sealed Bids are invited from reputed, experienced and established individual / firms companies / corporation/ consortiums & joint ventures both national and international, registered for sales tax and other relevant Government registration requirements.

Bidders are requested to submit their bids through single stage two envelope process comprising a single package containing two envelopes separately sealed "Technical & Financial" bid clearly marked in bold & legible letters.

The bids shall reach the office of undersigned through registered Mail or Courier service on or before **14th April 2021 at 12pm**

The bids shall be opened on the same day by the "Bid Evaluation Committee" in the presence of bidders or their representatives and shall be further evaluated as per the internal schedule of the Galiyat Development Authority (GDA). Bid submitted after due date and time will not be accepted.

1. The Bidder or their authorized representatives can visit the site with prior permission of GDA, once they have purchased the bidding documents/deposited processing fee.
2. The bidders must deposit 2% call deposit equal to quoted rent amount in the shape of Pay Order / Demand Draft or Call Deposit receipt in the name of undersigned which should be sealed with financial proposal.
3. All Government Taxes will be applicable as per law.
4. Successful, qualified/shortlisted bidders will be determined on the basis of experience and other criteria as mentioned in the bidding document and final award will be made to the technically qualified highest financial bid.

5. The successful highest bidder on award shall be required to deposit an amount equal to 50 % of the bid value in the shape of Pay Order, payable at scheduled bank of Pakistan within 30 working days of the award. The remaining 50% shall be payable within six months. In case of non-payment or delay in 50% amount within stipulated time, the 50% amount already paid will be forfeited in favour of Government (GDA).
6. A fixed security deposit may be charged for existing inventory and ancillary facilities and inventories.
7. The Bid Committee reserves the right to accept or reject any or all bids bid or postpone the bids with assigning a reason.

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 outsourcing of Rest Houses in Galiyat through long term rent as specified in the Schedule of Requirements (SOR) along with Technical requirements and related services incidental thereto to meet the requirement of Galiyat Development Authority (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 Galiyat Development Authority (GDA).

3. Eligible Bidders

3.1. This invitation for Bids (IFB) for rent out of above mentioned properties is open to all reputed, experienced and established individual / firms companies / corporation/ consortiums & joint ventures both national and international, registered for sales tax and other relevant Government registration requirements.

3.2. 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 and also with other relevant bodies where applicable.

3.3. 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**.

3.4. The Bidder shall not have a *conflict of interest*. If a bidders found to have conflict of interest 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 2014 through single stage two envelop 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 management and operations of firm, which is to be carried out before the opening of the financial bids. Technical proposal is only for shortlisting purpose and shall not carry any weightage afterwards.

(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 rent and reject any proposal, which do not conform to the specified requirements;
- (VI) A pre-bid meeting with the interested bidders is scheduled to be held on 24.03.2021 at 12 pm at GDA Head office Abbottabad, the bidders are encouraged to send their queries and concerns via email on email address as mentioned in the advertisement.
- (VII). During the technical evaluation no amendments in the technical proposal shall be permitted;
- (VIII) 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;
- (IX) 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
- (X) The bid found to be the **highest in term of the quoted rent** shall be the highest and awarded accordingly.

5. The Technical Proposal should contain

- a) A complete profile of the firm
- b) All the bid items without quoting the rent
- c) Must list bidder's clientele, detail of technical and managerial staff
- d) Number of similar assignments & past experience in the relevant industry and similar projects in hand
- e) Bidder's business plan, methodology and approach towards the project
- f) Income tax and sales tax statement/Slab/ceiling of income and sales tax paid during last 02 years supported with CPR's
- g) Working capital for the last 02 years

- h) 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).
- i) Financial capacity of the firm i.e. bank statements for last two years

5.1. The eligible bidder shall be required to furnish / rehabilitate the property with his own investment and on the maturity of the contract period or if the operator vacates the property earlier, he will leave the entire structure without any financial claim.

5.2. The operator who will be awarded the contract will have to furnish property up to a good standards specifically the washrooms, kitchen, lounge and dining hall and overall property and premises in 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 refurbished with good quality finishing expertise. In addition, the common areas, halls and other spaces shall have good standards of furnishing and finishes. The operator will be required to carry out a full survey and maintenance of all electrical wiring, lightning and all electrical appliances.

5.3. After the completion of the electrical works the operator will carry out an inspection by an independent expert/electrical engineer who will certify and assure the safety of the electrical works at the cost of the operator.

5.4. 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. Exterior alteration are not allowed. However for any exterior and interior alteration approval of the Competent Authority shall be required.

5.6. Annual repair & maintenance work, painting and other rehabilitation of the property will be the sole responsibility of the operator and GDA possess the right of annual/time to time inspection of the property.

5.7. 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 50% advance

rent amount at the time of signing of Agreement, and remaining 50% shall be payable within a year with three equal instalments with mutually agreed advance security amount or bank guarantee equal to the rent amount or as agreed by the Competent Authority.

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 Galiyat Development Authority's (GDA) address. The GDA 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 GDA's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders those 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 GDA, 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 Galiyat Development Authority, 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.

8.2. Any 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 Rent:

9.1. The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit rents and total rent amount offered.

9.2. Form prescribed for quoting of rents 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 which must include all the taxes, levies, duties, prescribed rent and any other rent where applicable. If there is no mention of taxes, the offered/ quoted rent shall be considered as inclusive of all prevailing taxes/ duties, etc.

10. Bid Currencies:

10.1. Rents 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 Galiyat Development Authority'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 2% 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 upon signing of contract and furnishing the Performance Security/Guarantee or as per decision of the Galiyat Development Authority (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 90 days after the date of opening of technical bids as prescribed by the GDA. A bid valid for a period shorter than the one prescribed in the Bid Sheet (BS), shall be rejected by the Galiyat Development Authority as non-responsive

13.2. The Galiyat Development Authority (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 agree to the Galiyat Development Authority's request for extension of bid validity period shall not be permitted to change the substance of their bids;

13.4. Bidders who 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 and when required by the GDA. Copies of any documents must

be signed and stamped by the bidder OR their officially authorized representative, who must have the authority letter.

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.

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 Galiyat Development Authority 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 Galiyat Development Authority 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 Galiyat Development Authority (GDA) at the address on the time and date specified in invitation to bid and advertisement .The Bids received **later than the time and date specified will stand summarily rejected.**
- 16.2. The Galiyat Development Authority (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 GDA 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 Galiyat Development Authority after the deadline for submission of bids prescribed by the GDA 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 Galiyat Development Authority:

- 19.1. All bids received, shall be opened by the Galiyat Development Authority (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 Galiyat Development Authority 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 Galiyat Development Authority, 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 Galiyat Development Authority (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 Galiyat Development Authority.
- 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 Galiyat Development Authority 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 rents or substance of the bid shall be sought, offered, or permitted.

21. Preliminary Examination:

- 21.1. The Galiyat Development Authority 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.

If there is a discrepancy between words and figures, the amount in words shall prevail.

- 21.3. The Galiyat Development Authority 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 Galiyat Development Authority 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 Galiyat Development Authority'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 Galiyat Development Authority and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

22. Evaluation of Bids:

- 22.1. The Galiyat Development Authority 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 Galiyat Development Authority, 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 Galiyat Development Authority 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 Galiyat Development Authority (GDA) deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Galiyat Development Authority 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 Galiyat Development Authority shall proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 23.6. The Galiyat Development Authority 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 Galiyat Development Authority may announce the results of the bid evaluation in form of a report through its website or display on office notice board, via email, letter, minutes or any other medium 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 Galiyat Development Authority may reject any or all bids at any time prior to the acceptance of a bid. The Galiyat Development Authority 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 Galiyat Development Authority 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 Galiyat Development Authority has rejected all bids, it may call for a re-bidding as decided by the competent Authority.
- 26.2. The Galiyat Development Authority 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 Galiyat Development Authority:

- 27.1. No Bidder shall contact the Galiyat Development Authority 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 Galiyat Development Authority, it should do so in writing.
- 27.2. Any effort by a Bidder to influence the Galiyat Development Authority 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 and blacklisting.

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 Galiyat Development Authority shall notify to the successful Bidder in writing that its bid has been accepted.
- 29.2. The notification of award shall constitute the formation of the Contract between the Galiyat Development Authority 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 rent 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 GDA;
 - 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 Galiyat Development Authority 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.
- 31.3. Unless the award contract has already entered into force, a bidder feeling aggrieved by the order of a Galiyat Development Authority accepting a bid may file a review application to the GDA.
- 31.4. 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 Galiyat Development Authority (GDA) may award the contract to the next highest evaluated Bidder or call for new bids.
- 31.5. The Contract shall become effective upon affixation of signature of the Galiyat Development Authority and the successful 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. Performance Guarantee:

- 32.1. On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee @ (10%) not more than that 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 Performance Guarantee.
- 32.3. Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Galiyat Development Authority (GDA) may award the contract to the next highest evaluated bidder or call for new bid.

33. Award Criteria:

33.1. The Highest quoted responsive bid i.e. the highest financial bid after technical qualification, shall be the criteria for award of contract. The technical bids shall only be for shortlisting purpose. The successful highest bidder will be offered to deposit security amount with the Galiyat Development Authority (GDA). The amount of security shall be equal to one-year rent amount in advance at the time of issuance of Letter of Acceptance (LOA) within stipulated time. The Galiyat Development Authority may return the security amount after the commercial run of the project.

34. GENERAL CONDITIONS OF THE CONTRACT (GCC):

34.1. 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.

35. EVALUATION CRITERIA FOR TECHNICAL PROPOSALS

S.#	Evaluation parameter	Explanation	Max. Allocable marks	Remarks
1	Company/individual Profile activities, Key shareholders details & capabilities: a) Profile of the firm	a: An operational office having registered business address, telephone number ,business activities: (06 Marks) ➤ Registration with FBR, KPRA, and others government Authorities (max 4 marks) each registration will carry 1 mark)	10 Marks	Please attach registrations certificates.
2	Number of years' experience in relevant industry (30 marks) b) Have developed/manag ed a hotel, rest houses or any tourism/ hospitality related business.	a) Minimum 3 up to 5 years =10 Marks b) > 5 up to 8 years= 20 Marks c) Above 8 years =30 Marks	30 Marks	Please attach documentary evidence.
3	Bidder's business plan, methodology and approach towards the project: (20 marks)	Evaluation will be made as per the quality of the following. <ul style="list-style-type: none"> • Business plan, methodology and approach. • Conceptual Environment Impact Assessment report. • Waste management plan The bidder will give a detail presentation on above. Maximum marks shall be awarded to the one having good presentation on above all.	20 Marks	
4	Income tax statement (Slab/ceiling of income paid during last 02 years)	Complete 20 marks shall be awarded to the one having highest income tax paid. The rest shall be awarded on percentage basis. i.e. <i>Income tax paid/highest income tax paid x20</i>	20 Marks	- CPR must be attached with the proposal - Tax payer must be on ATL
5	Working capital for the last 02 years	Complete 20 marks shall be awarded to the one having highest working capital 02 years. The rest shall be awarded on percentage basis. i.e. <i>working capital /highest working capital x20</i>	20 Marks	Relevant documents and bank guarantee must be attached.

Note: The qualifying score is aggregate 70% out of 100 marks that will qualify the bidder for the next phase that is financial opening of bids.

36. 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.

37. Duration of the Contract:

37.1 The duration/term of the contract will be for 15 (fifteen) 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.

38. Security Deposit:

38.1 The successful highest bidder will have to provide a deposit security with GDA equal to 50 % of yearly rent amount in advance at the time of agreement that may be released after the commercial run of the project.

38.2 In case of non-fulfilment of Terms & Condition of the contract, the Galiyat Development Authority (GDA) reserves the right to cancel the contract or even contract process by forfeiting the bid security of successful bidder.

38.3 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.

39. Payment Schedule:

39.1. Mode of payment shall be in the form of bank pay order in the name of Director General (DG), GDA KP.

39.2. Payment of rent amount shall be on yearly basis.

39.3. 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 a year with three equal instalments Failing which; legal action as enumerated in contract document, shall be invoked by the Galiyat Development Authority (GDA).

39.4. There shall be an annual increase of 7% in the rent amount.

39.5. 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 Galiyat Development Authority (GDA) shall provide an opportunity for hearing before passing such order.

40. Transfer of rental rights :

40.1. 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 operator, 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.

41. Rights of the Galiyat Development Authority (GDA):

41.1. 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 Galiyat Development Authority (GDA) on yearly basis.

41.2. The operator shall permit the Galiyat Development Authority (GDA) or any person/ officer authorized by him on his behalf, at all reasonable times, to enter the premises for the purposes of inspection.

41.3. 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.

41.4. 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.

41.5. 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.

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

42. Development of infrastructure, subletting and others:

42.1 The operator shall not, charge, mortgage hypothecate, dispose-off the property without the consent of Galiyat Development Authority (GDA).

42.2 In any case, GDA will not be responsible for any financial commitment of the operator with any bank, financial institutions etc., during the contract period or after the completion of the contract period.

42.3 The operator may assign, or sublet the property to anyone with the prior written consent and approval of GDA.

42.4 Construction of structure, any part thereof as well, on state land, shall not be allowed but in very genuine cases, it shall be considered upon request of the operator and would be carried out after explicit prior approval from the Galiyat Development Authority (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.

43. 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 Galiyat Development Authority.

44. Arbitration:

In case of any dispute or difference arising out of any matter, the same shall be referred to the Secretary Tourism KP who will constitute a committee comprising representative one each from Galiyat Development Authority and one from 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.

45. Dispute Resolution:

The Galiyat Development Authority 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, 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.

46. 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 Galiyat Development Authority (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-----

TECHNICALPROPOSAL (Sample)

Please note that this is a sample form for the understanding of bidders, the bidders are requested to prepare their technical proposal as organized and easy as possible.

The Director General,
Galiyat Development Authority GDA

1. Name of the Bidder (also attached detail profile) _____
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 Hospitality/hotel/restaurant (Proof should be attached duly attested) _____
7. Business plan, methodology and approach for the project (please attach)
8. Income tax statement for last two years (please attach)
9. Working capital for last two years_____
10. Attach Audited Financial Statements for the last three years.
11. Net Worth of the firm.
12. National Tax Number, all registration certificates (please attached attested copies of all)

FORMNO-----

FINANCIAL PROPOSAL (Sample)

The Director General,
Galiyat Development Authority GDA

1. We affirm 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 2%) unconditionally to participate in the bidding for purchase of the projects. The 2% of our quoted bid is PKR _____/-
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.

(Sign and stamp of the firm)

Letter of Intention (LOI) (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 rents described in the rent 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 Rent 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 [], 2021.

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.

Firm's Past Performance (Sample)

Name of the Firm:

Bid Reference No:

Date of opening of Bid:

Duration/Period of Assignment: (As per Evaluation Criteria)

Name of the Bidder	Rent /management contract Order No.	Description Of project/agreement	Award amount	Start and end date	Remarks

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 five 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 two months advance rent amount or as per discretion of the Galiyat Development Authority (GDA).

- 6- 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.
- 7- UTILITY CHARGES & TAXES: The Operator shall restore connection of utilities and shall pay electricity, gas and water charges.
- 8- THE Operator shall promptly pay all the bills on account of any newspaper /magazine that she may subscribe through local newspaper distributors.
- 9- 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.
- 10-REPAIRS: The Operator agrees to make any repairs or fix any deficiency accordingly. Shall have the right during the time of contract with the prior consent of the Owner (GDA) of the property to make at his own cost, improvements of temporary nature & to place fixtures & fitting in or upon the premises which may not damage the accommodation, walls, ceiling, roof, fitting and fixtures of the accommodation. These fixtures, fittings& improvements made by the operator at his own cost shall not be removed by the operator in case of termination/expiry of the contract.

11-IMPROVEMENT BY THE PROPERTY:

The Operator agrees to any plan of renovation /reconstruction / of the property by the Owner either the accommodation or the entire property. Accordingly, the operator will have no objection to vacate the premises as notified under the terms & condition of the Agreement.

- 12-USE OF THE PREMISES: The operator agrees to use the premise for the purposes as mentioned in bidding documents for commercial Rest House only & may assign underlet or sublet the premise to anyone with the prior written consent of GDA.
13. 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.
14. The operator will insure the buildings for re-instatement of the building in the event of damage by fire, storm, snow, landslide or any other natural disaster with a reputable national insurance company. The operator will provide the Owner of a certified copy of the Insurance Certificate prior to commencement of the business and will further provide annual insurance certificates within 30 days of the annual renewal date. Failure to have adequate insurance will be an event of default leading to the

operator being responsible to all damage to the building and cancellation of the agreement if not remedied.
THE OWNER AS WELL AS THE OPERATOR DOES HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT AGREEMENT AS BINDING ON EACH OTHER.

First Party
Full Name:

Second Party
Full Name:

Permanent Address

Permanent Address

CNIC

CNIC

Email

Email

Telephone

Telephone

WITNESS 1.

WITNESS 2.

Name:

Name:

CNIC

CNIC

Full Address

Full Address

Signature:

Signature:

*****END*****+