



Galiyat Development Authority

Government of Khyber Pakhtunkhwa



Receipt Number _____

BIDDING DOCUMENTS/TERMS OF REFERENCES

For

ESTABLISHMENT OF MULTISTOREY PARKING PLAZAS

ON

DESIGN BUILD FINANCE OPERATE AND TRANSFER (DBFOT) MODE

DECEMBER 2021

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D.B.F.O.T MODE**

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DISCLAIMER

The information contained in this bidding documents or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Galiyat Development Authority (GDA) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this bidding document and any other terms and conditions subject to which such information is provided. This document is being issued by the Authority for selection of an individual/firm/consortium/joint venture for development of Multi storey parking plazas in Galiyat as identified in this document.

Interested Bidders are required to submit their bids to implement the Project. This document is not an agreement and is not an offer or invitation to any other party. The purpose of this document is to provide the Bidders with information to assist the formulation of their Proposal submission and understanding about the project. This document does not sense to contain all the information each Bidder may require. While the bidding document has been prepared in good faith with due care and caution, the Authority does not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or mis-statements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein or pertaining to the Project. This document may not be appropriate for all persons and it is not possible for AUTHORITY and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed project than

others. Each recipient must conduct its own analysis of the information contained in this bidding document or to correct any inaccuracies therein that may appear in the bidding document and is advised to carry out its own investigation into the proposed project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Project.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid/ Proposal. No reimbursement of cost of any type will be paid to persons, or entities, submitting a bid/Proposal.

1. INVITATION FOR PROPOSAL:

BRIEF BACKGROUND

The GDA, Galiyat Development Authority (GDA) 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 06 number of sites across Galiyat through long term for a period of twenty years (20) extendable for further 20 years from the date of contract award on Design Build Finance Operate and Transfer (DBFOT) basis.

The Galiyat Development Authority (GDA) will enter into separate agreements with the Successful Bidder selected in accordance with this bidding document. The agreements will be in the format specified by the Galiyat Development Authority (GDA).

A “Single Stage two envelop” bidding process on the analogy of KPPRA Rules is being followed for determining the Successful Bidder. The Bidders are required to meet the minimum threshold technical and financial capability criteria, as stated in the advertisement published in the National dailies on 02-11-2016, and as provided herein. Pursuant to that, the Bidders would be evaluated on the basis of detailed technical and financial proposals and qualify for undertaking the Project as set out in this bidding document. This qualification assessment would be carried out as part of

the cur bidding and evaluation process. The financial proposal of only those Bidders that possess the minimum technical requirements specified herein and technically qualified would be opened and evaluated. The bidding document contains information about the Project, bidding process, proposal submission, qualification and selection process. The bidders are required to submit their technical and financial proposals or before 1400 hrs on 12-01-2022.

Proposals are solicited from expert technical firms to design, develop, implement, operate and maintain smart multi-level parking with the provision of parked vehicle detection in off road car parks and on-street car parks, coupled with real time, electronic way finding signs to assist visitors to find an available car parking space on arrival.

2. PROJECT BACKGROUND

2.1 Introduction

The detail of the identified sites for the development of multi storey parking plazas is as specified hereunder:

S No	Name of site	Location	Area in Kanals
1	Nathia Gali township plot near Wapda House	Nathiagali	2K 3M
2	Rescue Plot near Luxury Inn hotel Nathia Gali bazar	Nathiagali	1K 16.5M
3	Plot adjacent to tourist facilitation centre Nathia Gali Bazar	Nathiagali	1K 3M
4	Plot at Dongagali Bazar entrance next to Crown Hotel	Dongagali	5K 7M
5	Parking space on Ayubia Bazar Opposite post office	Ayubia	4K 7.6M
6	Plot adjacent to Green onion hotel Nathia Gali	Nathiagali	2K

It is proposed to develop a modern Multi storey parking plazas cum Commercial Complex facility at the above mentioned site. The same shall be available for the Project with “**Scope of Work**” as given below while complying with applicable laws, including but not limited to the GDA building by-laws:

- Preparation of Detailed Project Report (“DPR”) including detailed design, technical specification and cost estimates for the Project. It is clarified that

separate DPRs should be prepared (to be shared after the award of the project).

- Construction of ground floor/suitable floor with public conveniences.
- Construction of car parking areas with demarcated parking slots.
- Construction of Commercial Complex as permitted by applicable law, including but not limited to GDA building by-laws.
- Provide a contiguous built-up area, along with all related facilities/ utilities/ infrastructures to be developed in Multi storey parking plaza cum Commercial Complex. However, construction of any commercial accommodation facility shall not be permissible.
- The commercial facility must only include a tuck shop, kids play area, car workshop and a restaurant.
- Separate entry and exit for Commercial Complex and Multi storey Car Parking and also providing entry to commercial complex.
- Construction of tourist information centre as per the guidelines of authorities.
- Real time information system and e-ticketing should be incorporated with multi-level parking.
- Construction of car parking areas with demarcated parking slots.
- To plan for overall traffic circulation within the Site and on access roads outside the Site.

2.2. The Successful Bidder shall be required to submit two sets (02) copies of DPR for the subject project to the Authority which would be submitted to reputed technical institution as prescribed by the Authority for vetting. The same institution would perform quality check and certify the Project post completion.

2.3. The Bidder should note that the purpose of the project shall always remain the same that is “development of multi storey parking plazas cum commercial complex”. The land comprising the Site of Project shall continue to vest with the Authority or the relevant government agency. The Bidders must note that they would be required to follow the applicable law for construction and development of the Project, including GDA’s building by-law requirements regarding floor area ratio, ground coverage, and other statutory rules/ regulations and other prevalent applicable regulations.

2.4. Bidders are required to carry out their own due diligence for the potential revenue generated from the development of the Project. The Authority shall not take any kind of responsibility whatsoever for the revenue generated from the potential scope and sources.

2.5. Area earmarked for the Project shall be utilized for the development of Multi storey Car Parking and the related amenities. It would be responsibility of the successful bidder to develop the other facilities which are required for creation of a complete state-of-the-art Multi Level Car Parking. The operator shall adhere to the minimum standards laid down by the Authority for the Multi-Level Car Parking.

3. INSTRUCTIONS TO BIDDERS (ITB)

3.1 Invitation to Bid

3.1.1. Director General (DG), Galiyat Development Authority (GDA), Government of Khyber Pakhtunkhwa (GoKP), invites sealed bids (**Technical & Financial**) for outsourcing of six (06) sites for development of Parking Plazas 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).

3.1.2. 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).

3.1.3 Pre-bid meeting date will be communicated at later stage; potential bidders are requested to keep visiting GDA's official website i.e. www.gda.gkp.pk

Bidders may send their queries to the Authority by the date as stipulated in the Proposal Data Sheet in writing. The queries received after the prescribed date will not be entertained by the Authority.

- I. The purpose of the Pre-Bid Conference will be to clarify and discuss issues with respect to the Project, the bidding document or any other related issues.

- II. The Bidder or his authorized representative is invited to attend a Pre-Bid Conference, which shall take place at the date and venue as prescribed in the Proposal Data Sheet.

4. Eligible Bidders

4.1. This invitation for Bids (IFB) for out of above mentioned areas/sites for development of multi storey parking plazas is open to all reputed, experienced and established individuals ,firms/ companies / corporations/ consortiums & joint ventures both national and international, registered for sales tax and must meet all other relevant Government registration requirements.

4.2. 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.

4.3. 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**.

4.4. 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.

5. 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.

6. Applicable Bidding Procedure.

6.1. The bidding procedure will be done on analogy of KPPRA i.e. the **Single Stage, Two-Envelope Procedure**

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 and reject any proposal, which do not conform to the specified requirements;

(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.

7. The Technical Proposal should contain

- a) A complete detailed profile of the firm
- b) Shall give a detailed plan of the technical and managerial staff proposed to be utilized for the project
- c) A complete business development plan and parking management plan
- d) Number of similar assignments & past experience in the relevant industry and similar projects successfully executed

- e) Bidder's business plan, methodology, timelines 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 03 years and detail of net assets (Working capital as on closing date)
- h) Preliminary Environmental impact assessment report for the project
- i) 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).
- j) Financial capacity of the firm i.e. banks statements for last two years

7.1. The eligible bidder shall be required to construct the facility at his own cost 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.

7.2. The operator will make sure the safety and security of the building as per applicable standards and before commercial run; shall insure the property and equipment with a well reputed insurance company.

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

7.4. 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.

7.7. The agreement through long term will be for **20 years** which will be extendable for further **20 years** (two terms of 10 years each).

8. The Bidding Documents:

8.1. 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
- (e) Bid Data Sheets (BDS)

8.2. 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.

8.3. 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.

9. Clarification(s) on Bidding Documents:

9.1. A prospective Bidder requiring any clarification(s) on the Bidding Documents may write or email to the Galiyat Development Authority’s (GDA) corresponding addresses. 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.

10. Amendment(s) to the Bidding Documents:

10.1. 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).

10.2. 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.

10.3. 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.

11. Language of Bids:

11.1. All correspondences, communications, associated with preparation of Bids, clarifications, amendments, and submissions shall be written in English.

11.2. 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

10. Financial Proposal:

Details to be shared in due course of time.

13. Bid Currencies:

13.1. All financial figures shall be quoted in the currency Pak Rupees.

14. Documentation on Eligibility of Bidders:

14.1. 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.

14.2. 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.

15. Bid Security:

15.1. The Bidder shall furnish, as part of its bid, a Bid Security amounting to Rs. 2.5 Million in the form of a bank guarantee or CDR.

Unsuccessful bidder's bid security shall be returned soon after the announcement of the successful bids.

15.2. The successful Bidder's bid security may be returned upon at the start of commercial activity on site or as per decision of the Galiyat Development Authority (GDA).

15.3. 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.

16. Bid Validity and bid extension:

16.1. Bids shall remain valid for the period of 120 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

16.2. 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.

16.2. 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;

16.3. 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.

17. Formats and Signing of Bids:

17.1. 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.

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

17.3. 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.

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

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

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

18. Sealing and Marking of Bids before submission:

- a. 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.
- b. 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.**"
- c. 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**".
- d. 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.

19. Deadline for Submission of Bids:

- a. 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 or as per any addendum/corrigendum made by the department. The Bids received **later than the time and date specified will stand summarily rejected.**
- b. 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.

20. Late Bids:

- a. 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.

21. Withdrawal of Bids:

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

22. Opening of Bids by the Galiyat Development Authority:

- a. 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.
- b. The opening of Bids shall be subject to the Bidding Procedure prescribed and elaborated in ITB Clause 4 above.
- c. All Bidders or their authorized representatives in attendance shall sign an attendance sheet.

- d. 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.
- e. The Galiyat Development Authority (GDA) shall have the minutes of the Bid opening (technical and when applicable financial) recorded.
- f. 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.
- g. 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).

23. Clarification of Bids:

- a. 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 s or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination:

- a. 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.
- b. 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.

- c. 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.
- d. 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.
- e. 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.

25. Evaluation of Bids:

- 25.1. 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.
- 25.2. All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these Bidding Documents.
- 25.3. 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 al agreement.

26. Determination of Qualification of Bidder:

- a. 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.

- b. Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.
- c. The Galiyat Development Authority shall determine to its satisfaction whether a Bidder, technically and financially qualified is capable to perform the Contract satisfactorily.
- d. 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.
- e. 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.
- f. 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.

27. Announcement of Evaluation Report:

- a. The Galiyat Development Authority shall 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.

28. Rejection of Bids:

- a. 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.
- b. The Galiyat Development Authority incurs no liability, solely by virtue of its invoking ITB Clause 25 above towards Bidders who have submitted bids.
- c. Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

29. Re-Bidding:

- a. If the Galiyat Development Authority has rejected all bids, it may call for a re-bidding as decided by the competent Authority.
- b. 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.

30. Contacting the Galiyat Development Authority:

- a. 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.
- b. 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.

31. Acceptance of Bid and Award Criteria:

- a. 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.

32. Notification of Award:

- a. 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.
- b. The notification of award shall constitute the formation of the Contract between the Galiyat Development Authority and the successful Bidder.
- c. 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 agreement.

33. Limitation on Negotiations:

- a. Negotiations, that may be undertaken in finalization of the Contract shall not relate to the or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details.
- b. 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 or could not be finalized at the time of bidding;

34. Signing of Contract:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

35. Award Criteria:

- a. 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 Galiyat Development Authority may return the security amount after the commercial run of the project.

37. GENERAL CONDITIONS OF THE CONTRACT (GCC):

- 37.1. 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 al contract process

38. EVALUATION CRITERIA FOR TECHNICAL PROPOSALS

S.No	Evaluation Parameter	Explanation	Marks
1	<p>Conceptual Plan of the project</p> <p>The bidders are expected to present a detailed conceptual plan of the whole site clearly showing the features of the parking, business development plan, parking management plan, HR engagement and management plan. 3d images or videos or any other pictorial presentation of the actual site with a clear plan may be given. The plan should have maximum possible details.</p>	<p><u>Marks shall accordingly be awarded for the below details:</u></p> <ul style="list-style-type: none"> • Business and site Development Plan may be given • Smart parking management plan • Conceptual Designs/images • Details of proposed facilities • HR management and engagement plan 	40
2	Methodology and Timelines	The bidder is expected to give a detailed plan clearly indicating the timelines, the methodology and execution strategy of the project	20
2	Preliminary Conceptual Environmental Impact assessment report of the project	Marks will be awarded accordingly for the quality of the report	15
4	Financial Capability of the firm (sources of financing along with supporting documents), Bank Statements, audited financial statements, details of net assets and annual turnover (where applicable).	<p>Full marks shall be awarded to the firm having the highest working capital, the highest net assets and the highest annual turnover. The rest shall be awarded marks proportionately on percentage basis.</p> <p>For Example: i.e. $\frac{Cur\ value}{highest\ value} \times 10$</p>	25
Total			100

Note: The qualifying score is aggregate 75% out of 100 marks that will qualify the bidder for the next phase that is financial opening of bids.

39. 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 in this bidding document.

40. Duration of the Contract:

The duration/term of the contract will be for 20 (twenty) years from the date of contract execution with the successful bidder that will be further extendable for 20 years (two terms of 10 years each) with mutually agreed revised terms and conditions.

41. Security Deposit:

41.1 The successful highest bidder will have to provide a deposit security with GDA equal to PKR. 2.5 million as bank guarantee that may be released after the commercial run of the project.

41.2 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.

41.3 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.

42. Transfer of rights :

43.1. In case of death of operator during validity of the contract period, the 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.

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

44.1. 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.

- 44.2. 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.
- 44.3. 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.
- 44.4. 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.
- 44.5. The operator will register the agreement and others with the local revenue authorities on his own cost, within one year of the signing of the agreement and shall comply all rules and regulations locally binding on him.

45. Development of infrastructure, subletting and others:

- 45.1. The operator shall not, charge, mortgage hypothecate, dispose-off the property without the consent of Galiyat Development Authority (GDA).
- 45.2. 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.
- 45.3. The operator may assign, or sublet some part of the property or complete property or management services to a relevant firm having the same expertise and the use of premises will not be allowed to change under any circumstances.

46. 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.

47. 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 GDA amended Act-2020, who shall be the sole arbitrator and his decision will be final and binding on both the parties.

48. 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 Chief Secretary, 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.

49. Closure of Agreement:

On the expiry of 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 without making any claim for compensation thereof.

50. BIDDER DADTA SHEET (BDS)

S.No	Key Information	Details
1	Name of the Project	Establishment of multi-storey parking plazas on design build finance operate and transfer (DBFOT) mode
2	Location of project	Nathia Gali and Dunga Gali, Galiyat, Khyber

		Pakhtunkhwa, Abbottabad.
3	Name and address of the Authority	Galiyat Development Authority, 2 nd Floor, ZTBL Building, Main Mansehra Road Abbottabad.
4	Project mode	Design-Build-Finance-Operate-Transfer (D.B.F.O.T) Basis
5	Earnest money/proposal security fee	PKR 2.5 Million in the form of CDR or Bank Guarantee
6	RFP document fee	PKR 20,000/-
7	Performance Security	To be communicated at the time of award
8	Construction period	To be communicated at the time of award
9	Selection mode	Single stage two envelope process
10	Contact person for queries	Assistant Director Projects
11	Contact Number	0992-9310240
12	Pre-RFP meeting	To be communicated at later stage

FORM-A

TECHNICAL PROPOSAL (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. Cur 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)

FORM-C

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/units described in the 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 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)

FORM-D

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.

FORM-E

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	/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.

FORM-F

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 agreement.
- 2- THE PREMISES: As provided this Bidding document.
- 3- DURATION OF AGREEMENT: The agreement shall be till _____for____ years_____ commencing from _____. This may extend for further ____years.
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 al fee made in advance by the Operator for the period to the agreement (unutilized subject to deduction of any claim for damages and unpaid 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- AGREEMENT PAYMENT: The yearly 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 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 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. The Owner shall have the right to inspect the conditions of the PROPERTY to inspect overall services and standards. The Operator shall allow the Owner the right to such inspection with or without prior notification.

10-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 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:

Permanent Address

CNIC

Email

Telephone

Second Party

Full Name:

Permanent Address

CNIC

Email

Telephone

WITNESS 1.

Name:

CNIC

Full Address

Signature:

WITNESS 2.

Name:

CNIC

Full Address

Signature:

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