



BID SOLICITATION DOCUMENTS

Renting out TCKP Camping Pods

For

Operation and Management for a Period of Ten Years

Under

National Competitive Bidding (NCB)

Note: The bidder is expected to examine the Bidding Documents carefully, including all instructions, forms, terms, specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

BID SOLICITATION DOCUMENTS
Renting out Government Camping Pods for Operation and Management

The proposal will be opened on _____ at _____ am in the Office of the Tourism Department, in the presence of the Sub-Committee under the Chairmanship of the Chairman Sub-Committee,

Name of the Company / Dealer:

Address of the Correspondent:

Camping Pods Site Applied For:

Date: _____

Signature and Seal

Telephone No: _____

Fax No: _____

E mail: _____

Documents Fee Rs.5,000/- only

Note: Attach Original receipt for the purchase of the bidding documents and Use Separate document for each Camping Pods Site.

TABLE OF CONTENTS

<u>S.No</u>	<u>Details of indicator</u>	<u>Page</u>
1	Project Profile & Scope	04
2	Instructions to the Bidders (ITB)	05
3	General Conditions of the Contract (GCC)	19
4	Invitation for Bids (Rent-Out Notice)	21
5	Bid Data Sheet (BDS)	23
6	Schedule of Requirement	25
7	Evaluation Criteria	27
8	Special Conditions of the Contract (SCC)	30
9	Technical Bid Forms	35

1. INTRODUCTION

1.1 Project Profile and Scope

Khyber Pakhtunkhwa Province is Pakistan’s tourism treasure-chest and is fast becoming a destination of choice for domestic tourists. It is well endowed with natural resources shaped by the mountains of Hindukush and Himalayas that offers stunning alpines landscapes, iconic wildlife, lush forests and numerous glacial lakes. It boasts sites of historical and religious significance that cover over 2,000 years of history comprising Buddhist, Muslim and Christian evidence of global importance. These include 6,000 sites of Gandhara heritage, some of which have been excavated and restored which are now accessible to visitors. The Province used to welcome and host 50,000 international visitors per year.

However, In early 2020, the numbers of domestic arrivals have led to a mushrooming of tourism ventures and activities that can drive economic growth across many rural sections of the province, if managed sustainably.

The Khyber Pakhtunkhwa Government is developing Eco-tourism infrastructure & creating new job opportunities, through a Public Private Partnership mechanism. In compliance with the decision of the Provincial Government, Khyber Pakhtunkhwa-Culture & Tourism Authority on behalf of Tourism Department, Khyber Pakhtunkhwa is renting out TCKP's Camping Pods to private sector, which are located at various sites of high touristic value, with an objective to manage and operate to facilitate the visiting tourist for accommodation purposes.

Objective of Outsourcing

- Protect & Promote eco-friendly tourism
- Establishment of sustainable tourism in the Province
- Improvement and standardization of the tourists accommodation, convenience, lodging, food, and services of traveling space and related services
- Involvement of Private sector in Tourism industry preferably local communities
- Creation of jobs opportunities and attract corporate professionals
- Development of a sustainable tourism hospitality business model

1.2 Now, therefore, the 09 Government Camping Pods Sites, established by the Tourism Corporation Khyber Pakhtunkhwa will be rented out for operation and management for a period of 10 years on the basis of “AS IS AND WHERE IS” for details (Schedule of Requirement on Page 26).

**INSTRUCTION
TO BIDDERS**

INSTRUCTIONS TO BIDDERS (ITB)

1. Invitation to Bid

1.1 Khyber Pakhtunkhwa-Culture & Tourism Authority (KP-C&TA) Peshawar on behalf of Department of Tourism, Government of Khyber Pakhtunkhwa / TCKP, intends to rent out 09 Camping Pod Sites, on “AS IS WHERE IS BASIS”, for a period of ten years to such reputed firms / companies / private corporations who shall operate these Camping Pods with a view to make these available to general public/tourists on rent basis in accordance with “The Khyber Pakhtunkhwa Government Rest Houses and Tourism Properties (Development, Management and Regularization) Act- 2020”.

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 either in person or 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 Renter Entity.

2. Eligible Bidders

2.1. This invitation for Bids (IFB) for Rent out of Camping Pod Sites, is open to all eligible bidders/firms as mentioned in the Bid Data Sheet (BDS) and more specifically described in the Schedule of Requirement of these Bidding Documents.

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

2.3. The Bidder must possess valid Registration under Sales & Income Tax Authorities including SECP, on ATL of FBR, Relevant Provincial Tax Authorities like KP-Revenue Authority and also with other relevant bodies where applicable. As per the circular No. 7(2)/KPPRA/Circular/2019/5121-34 dated 6th of Nov, 2019 of KPPRA.

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

2.5 The Bidders are required following experience in running Hotel / Motel / Guest House / Resort(s), for eligibility to bid for Camping Pods Sites.

2.5.1. The Bidders having more than 05 years’ experience of running Hotel/ Motel / Guest House / Resort and other hospitality services are eligible to bid for Camping Pods Sites.

2.6. The Bidder shall not have a *conflict of interest*. All 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) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Renting Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for any activity; or

(b) Submit more than one bid for each Camping Pods Site in this bidding process.

(c) Bidders shall provide such evidence of their continued eligibility satisfactory to the Renter Entity, as the Renter Entity shall reasonably request.

3. Cost of Bidding.

3.1. The Bidding Documents will be available from the date of publishing of the **Rent-out Notice** and will be available up-to the period as mentioned in the **Bid Data Sheet (BDS)**. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Renter Entity shall in no case 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 Rule 06 (2) Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014. Bidders are advised also to refer to the **Bid Data Sheet (BDS)** to confirm the Bidding procedure applicable in the present bidding process.

4.2. The bidders can apply for any one or more Camping Pods Sites by submitting separate bids.

4.3. The bidding procedure prescribed in the Bid Data Sheet is explained below: **Single Stage, Two-Envelope** Procedure (Rule 06 2(b) Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014)

(i) The bid shall comprise a single package marked with **(CAMPING PODS SITE NAME)** applied for in bold and legible letter to avoid confusion, 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 bidding process, which is to be carried out before the opening of the financial bids.

(iv). The envelope marked, as “**FINANCIAL PROPOSAL**” shall be retained in the custody of Renter Entity, without being opened;

- (v) The Renter Entity shall evaluate the technical proposal, without reference to the price and reject any proposal, which do not conform to the specified requirements;
- (vi). During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;
- (viii) After the evaluation and approval of the technical proposal the Renter Entity 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 shall be returned unopened to the respective Bidders; and
- (ix) The bid found to be the **highest in term of the Rent Amount** shall be accepted and will be highest bid.

4.3 The Technical Proposal should contain all the bid items without quoting the price and must list firm's clientele, detail of technical and managerial staff, number of similar assignments & past relevant record (public & private sector) relevant experience of last 03 years, financial status and capacity of the firm i.e. bank statement last three years and sales tax returns 2017-19.

4.4. The eligible bidder shall be required to maintain the furnishing / rehabilitating the above facilities with his own investment and on the maturity of rent period or if the Renter Entity wants to vacate the property, the rentee will leave the entire structure without any financial claim.

4.5. The rent agreement will be of 10 years and **the rentee will be bound to deposit one year advance rent money at the time of signing of Rent Agreement** and can be forfeited in case of rentee violates any clause(s) of agreement.

4.6. **The annual rent amount shall be payable by the rentee to the Renter in advance on annual basis, positively on or before specified period in each year, failing which 1% of the annual rent amount will be charged on daily basis as penalty.**

5. The Bidding Documents:

5.1. There are some integral components of Bidding Documents for rent activity, which cumulative forms Bidding Documents. These include:

- (a) Instructions to Bidders (ITB)

- (b) Bid Data Sheet (BDS)
- (e) Evaluation Criteria
- (g) Schedule of Requirements
- (h) Sample Forms & Schedules

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

5.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by 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 Renter Entity in writing at the Renter Entity’s address indicated in the **Bid Data Sheet (BDS)**. The Renter Entity shall respond in writing to any request for clarification(s) of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Renter Entity’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

6.2. A pre-bid meeting will be held on **00-00-20, at 02:30PM**, at Conference Room, of Tourism Department, Khyber Road, Peshawar. The bidders are requested to thoroughly study the Bidding Documents before pre-bid meeting for any clarification of their queries during the said meeting.

7. Amendment(s) to the Bidding Documents:

7.1. At any time prior to the deadline for submission of bids, the Renter Entity, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, whether in a Pre-Submission Conference to be held on a date specified in the **Bid Data Sheet (BDS)** may modify the Bidding Documents by amendment(s).

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

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

8. Language of Bids:

8.1. All correspondences, communications, associated with preparation of Bids, clarifications, amendments, and submissions shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence

9. Bid Price:

9.1. The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price/rent offer.

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

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

9.4. The Bidder is required to offer highest maximum price/Rent amount.

The Bidder shall quote the bid price as under

- ***Bidders Bid Price Exclusive of Taxes*** _____
(Tax exclusive price will be consider highest)
- ***Applicable taxes @*** _____
- ***Total Price Inclusive of Taxes*** _____

10. Bid Currencies:

10.1. Prices shall be quoted in the currency as mentioned in the **Bid Data Sheet**.

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 as specified in the **Bid Data Sheet (BDS)**, establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2. Technical Bid Proformas provided in the last part of Bidding Documents for the preparation of Technical Bids by the bidder to be submitted with quotations as specified in **Bid Data Sheet (BDS)**.

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

12. Bid Security:

12.1. The Bidder shall furnish, as part of its bid, a Bid Security to the extent of a percentage of the total bid value as mentioned in the **Bid Data Sheet (BDS)**. Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids.

12.2. The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the Performance Security/Guarantee.

- 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 identified in the **Bid Data Sheet (BDS)** after the date of opening of technical bid prescribed by the Procuring Entity. A bid valid for a period shorter than the one prescribed in the Bid Sheet (BS), shall be rejected by the Renter Entity as non-responsive

13.2. The Renter Entity shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

13.3. Bidders who:

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

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

14. Formats and Signing of Bids:

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

14.2. The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding document.

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

14.4. Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the 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 Renter Entity at the address given in the Invitation for Rent; and
 - (b) Bid Reference No. Indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” the time and the date specified in the **Bid Data Sheet (BDS)** 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 INSTRUCTIONS TO THE BIDDERS Clauses 15.1 to 15.3 above, the Renter Entity shall assume no responsibility for the bid’s misplacement or premature opening.
- 15.5. All envelopes marked with **(CAMPING PODS SITE NAME)** applied for in bold and legible letter to avoid confusion.

16. Deadline for Submission of Bids:

- 16.1. Bids must be submitted by the Bidder and received by the Renter Entity at the address on the time and date specified in the **Bid Data Sheet (BDS)**. Bids received **later than the time and date specified in the Bid Data Sheet will stand summarily rejected.**
- 16.2. The Renter Entity may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with INSTRUCTIONS TO THE BIDDERS Clause 15 above, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

17. Late Bids:

- 17.1. Any bid received by the Renter Entity after the deadline for submission of bids prescribed by the Renter Entity pursuant to INSTRUCTIONS TO THE BIDDERS 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.
- 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 in Bid Data Sheet.
- 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 Renting Entity:

- 19.1. All bids received, shall be opened by the Procuring Entity, publicly in the presence of the Bidders or their representatives on the date, time and venue prescribed in the **Bid Data Sheet**.
- 19.2. The opening of Bids shall be subject to the Bidding Procedure prescribed in the **Bid Data Sheet** and elaborated in INSTRUCTIONS TO THE BIDDERS Clause 4 above.
- 19.3. All Bidders in attendance shall sign an attendance sheet.
- 19.4. The Renter 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 Renter, 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 Renter Entity shall have the minutes of the Bid opening (technical and when applicable financial) recorded.
- 19.6. No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the Bidder
- 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 Renter Entity may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

21. Preliminary Examination:

- 21.1. The Renter Entity shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the

documents have been properly signed, and whether the bids are generally in order.

- 21.2. In the financial bids the arithmetical errors shall be rectified on the following basis.
- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- 21.3. The Renter Entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.4. Prior to the detailed evaluation, the Renter Entity shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes, strep code fee & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. The Renter Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5. If a bid is not substantially responsive, it shall be rejected by the Renter Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

22. Evaluation of Bids:

- 22.1. The Renter Entity shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with INSTRUCTIONS TO THE BIDDERS 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. For the purposes of comparison of bids, bidders are required to submit their financial bid in PKR as specified in the **Bid Data Sheet (BDS)**.

- 22.4. 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 Rent.

23. Determination of Qualification of Bidder:

- 23.1. The Renter Entity, at any stage of the outsourcing 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 Renter Entity shall determine to its satisfaction whether a Bidder, technically and financially qualified is capable to perform the Contract satisfactorily.
- 23.4. The determination can take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Renter Entity deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Renter Entity may inspect the Head office/ warehousing system/ practices 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 Renter Entity shall proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 23.6. The Renter Entity shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification, as Bidder was false and materially inaccurate or incomplete.

24. Announcement of Evaluation Report:

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

25. Rejection of Bids:

- 25.1. The Renter Entity may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring entity shall upon

request communicate to any contractor or consultant who submitted a bid or proposal, the grounds for rejection of all bids or proposals. As per Rule No. 47 of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

- 25.2. The Renter Entity incurs no liability, solely by virtue of its invoking INSTRUCTIONS TO THE BIDDERS 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.
- 25.4. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
 - Received without earnest money;
 - Received without slip of tender fee;
 - It is received after the date and time fixed for its receipt;
 - The tender document and the bid is unsigned;
 - The offer is ambiguous;
 - The offer is conditional i.e. advance payment or currency fluctuations etc.;
 - The offer is from blacklisted firm in any Federal / Provincial Government Department; and
 - Received without affidavit.

26. Re-Bidding:

- 26.1. If the Renter Entity has rejected all bids under Rule 47, it may call for a re-bidding, under Khyber Pakhtunkhwa Public Procurement of goods works & services rules 2014 as per Rule-48 of the said Rules.
- 26.2. The Renter Entity before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

27. Contacting the Procuring Entity:

- 27.1. No Bidder shall contact the Renter Entity on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Entity, it should do so in writing.
- 27.2. Any effort by a Bidder to influence the Renter Entity in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

28. Acceptance of Bid and Award Criteria:

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

29. Notification of Award:

- 29.1. Prior to the expiration of the period of bid validity, the Renting Entity shall notify to the successful Bidder in writing that its bid has been accepted Rule 46 in conformity with provision of section 31 of the act in these rules.
- 29.2. The notification of award shall constitute the formation of the Contract between the Renting Entity and the successful Bidder.
- 29.3. The enforcement of the Contract shall be governed by Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014

30. Limitation on Negotiations:

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

31. Signing of Contract:

- 31.1. After completion of the Contract Negotiations the Renter 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 Renter and successful Bidder shall sign the Contract in accordance with the legal requirements in vogue.
- 31.3. Unless the rent contract has already entered into force, the rentee feeling aggrieved by the order of the Renting Entity, accepting a bid may file an application for review.

- 31.4. If the successful Bidder, after completion of all codal formalities shows an inability to sign the rent 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 Renter Entity may award the contract to the next highest evaluated Bidder or call for new bids in case of next highest bidder is not financially competitive in lieu of first highest bid.
- 31.5. The Contract shall become effective upon affixation of signature of the Renter and the selected Bidder on the Contract document, and shall be governed for the period specified in the **Bid Data Sheet (BDS)** and by the terms and conditions mutually agreed in the contract.
- 32. Performance Guarantee:**
- 32.1. On the date of signing of Contract Agreement, 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 in the **Bid Data Sheet (BDS)**, 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 Renting Entity may award the contract to the next highest evaluated bidder or call for new bid in case of next highest bidder is not financially competitive in lieu of first highest bid.
- 33. Award Criteria:**
- 33.1. The Highest quoted responsive bid shall be the criteria for award of contract. The successful highest bidder will be offered to deposit security amount with Renter entity. The amount of security shall be one-year rent amount in advance at the time of issuance of letter of Acceptance (LOA) within stipulated time.
- 33.2. There can be more than one awards in this tendering process, the bidders are, therefore encouraged to bid for any **ONE or ALL** of the Camping Pod Sites. The bid/price comparison shall be amongst those who are technically responsive; the contract shall however be awarded as per criteria given in INSTRUCTIONS TO THE BIDDERS 33.1 above.

GENERAL CONDITION OF CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC):

1. General conditions of the contract shall remain fixed and unchangeable. The policies, instructions and all other guidelines issued by Government of Khyber Pakhtunkhwa 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 renting out process.
2. GENERAL CONDITIONS OF THE CONTRACT shall be in line with Section 23 (3) of KPPRA Act 2012 and shall remain unchanged. However, the Special Conditions of Contract shall be specific to the procurement requirement and shall qualify the GENERAL CONDITIONS OF THE CONTRACT during contract management process. The SPECIAL CONDITIONS OF THE CONTRACT shall be considered the same and applicable during execution of contract as duly notified by KPPRA.

OFFICE OF THE DIRECTOR GENERAL
INVITATION FOR BIDS (IFB) FOR RENTING AND OPERATING
GOVERNMENT CAMPING PODS

The Khyber Pakhtunkhwa-Culture & Tourism Authority (KP-C&TA), Government of Khyber Pakhtunkhwa intends to open & operationalize Government Camping Pod Sites to tourists / general public, through private sector (reputed firms/companies/private corporations) in accordance with “The Khyber Pakhtunkhwa Govt Rest Houses and Tourism Properties (Development, Management and Regularization) Act-2020”.

In this regard, KP-C&TA intends to rent out nine Camping Pods Sites, on “AS IS WHERE IS BASIS”, for a period of ten years to such reputed firms/companies/private corporations who shall operate these Camping Pods with a view to make these available to general public / tourists on rent basis.

Sealed Bids for “Annual Rent”, for the Camping Pods Site given below, are therefore invited from national reputed firms/companies/private corporations:-

CAMPING PODS SITES

S. NO	DISTRICT	CAMPING PODS NAME	LOCATION	NO. OF PODS
1.	Abbottabad	Thandiani Camping Pods Site	Abbottabad	4 Beds – (4 Pods) 2 Beds – (7 Pods)
2.	Swat	Bishigram Camping Pods Site	Bishigram	4 Beds – (4 Pods) 2 Beds – (7 Pods)
3.	Shangla	Yakhtangi Camping Pods Site	Yakhtangi	4 Beds – (2 Pods) 2 Beds – (3 Pods)
4.	DIKhan/Lakki Marwat	Sheikhabadin Camping Pods Site	Sheikhabadin	4 Beds – (2 Pods) 2 Beds – (4 Pods)
5.	Swat	Gabeen Jabba Camping Pods Site	Gabeen Jabba	4 Beds – (3 Pods) 2 Beds – (7 Pods)
6.	Buner	Mahaband Camping Pods Site	Mahaband	4 Beds – (3 Pods) 2 Beds – (7 Pods)
7.	Buner	Malaka Sar Camping Pods Site	Malaka Sar	4 Beds – (3 Pods) 2 Beds – (7 Pods)
8.	Battagram	Allai Camping Pods Site	Allai	4 Beds – (3 Pods) 2 Beds – (7 Pods)
9.	Chitral	Bamburait Camping Pods Site	Bamburait	4 Beds – (3 Pods) 2 Beds – (7 Pods)

NOTE: Beside bedding facilities, prefabricated/tent kitchen, washrooms, benches and small parking areas are also available in these camping pod sites.

TERMS & CONDITIONS:

1. The successful bidder shall make arrangements to make all the concerned Camping Pod Sites available to general public subject to conditions spelled out in the bidding documents.

2. Proof of registration with FBR (Active Tax Payers List) and Certification of concerned Authority of Sales Tax on Services is mandatory. Bidders must possess SECP Certification where applicable.
3. Bidders or their Authorized Representatives can visit the above Camping Pod Sites after informing Director General, KP-C&TA, once they have purchased bidding documents.
4. Bidding shall be conducted through **Single Stage–Two Envelope** Bidding Procedure as per KPPRA Rules-2014. Bidders are bound to provide their complete information along with postal as well as valid email addresses and phone number/s on the envelope.
5. Bidding documents can be obtained from the office of Director General, KP-C&TA during office hours and official website www.kptourism.com as well as KPPRA website www.kppra.gov.pk till 02:30pm 24.09.2020 against payment of Pak Rupees Five thousand (Rs.5000/-PKR) Non-Refundable.
6. Bids completed in all respect, shall reach the office of Director General, KP-C&TA on or before **24.09.2020 at 02:30 pm**. Technical bids shall be opened on the same day by the Sub-Committee in the presence of representatives of bidders who choose to attend at **03:00 pm** in the Conference Hall of Tourism Department, Khyber Road, Peshawar. Bids submitted after due date and time shall not be entertained.
7. Each Bid must be accompanied with 2% Bid Security of the total quoted amount in the shape of Call Deposit Receipt (CDR) in the name of Director General, KP-C&TA.
8. Pre-bid meeting shall be held on **10.09.2020 at 02:30 pm** in the Conference Hall of Tourism Department, as per provisions of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Procurement Rules 2014.
9. All government taxes and payables shall apply to proceeds resulting from the operations of the Camping Pods by the successful bidder.
10. **Annual rent shall be paid to Renter in advance,** from the date of signing Rent Agreement. Which shall be subject to 10% annual increase, on compound rate.

**Director General, KP-C&TA ,
Government of Khyber Pakhtunkhwa.
Olympic Plaza, Peshawar Sports Complex,
Stadium Road, Peshawar Cantt.
Phone # 091-9211090
Fax # 091-9210871**

BID DATA SHEET

ITB Ref	Description	Detail
IFB	Bid reference number	DG KP-C&TA./ _____
ITB Clause 1	Name of Client & source of funds	Director General, KP-C&TA.
ITB Clause 1	Name of work/Activity	Renting out Camping Pods in KP
ITB Clause 2.3	Qualification requirements for eligible bidders	Registered with Sales Tax, Income Tax & other relevant Govt; Registration Authorities
ITB Clause 16	Commencement date of provision of Bidding Document	Date of IFB published in the Newspaper
ITB Clause 16.1	Closing date of issuance of Bid documents	24.09.2020
ITB Clause 1/ IFB 1	Bidding for renting out Camping Pods in Khyber Pakhtunkhwa	Attached
ITB Clause 4	Bidding procedure	Single Stage–Two Envelopes bidding procedure as per KPPRA Rules 2014
ITB Clause 9.4	Method of determining Highest evaluated Bidder	Best evaluated Highest bid
ITB Clause 20	Clarification(s) on Bidding Documents	Director General, KP-C&TA .
IFB Clause 7	Pre-Bid Meeting date, time and venue	10.09.2020, at 02:30PM Conference Room of Tourism Department, 13-A Khyber Road, Peshawar
ITB Clause 8	Language of bid	English
Introduction Clause 1.2	Specific Description of Camping Pods in the Bidding Documents	Mentioned in SCHEDULE OF REQUIREMENT and advertisement.
ITB Clause 9.4	Bid Price	Bid Price shall be exclusive of all duties, taxes & levies.
ITB Clause 10.1	Currency of Bid	PKR
ITB Clause 11	Name of the Bid Form (Basic documents)	BID COVER SHEET BID FORM 1: Letter of Intention BID FORM 2: Affidavit <hr/> BID FORM 3: Firm’s Past Performance BID FORM 4: Technical Proposal BID FORM 5: Financial Proposal <hr/>

Khyber Pakhtunkhwa Culture & Tourism Authority
Bidding Documents for Renting out Camping Pods

ITB Clause 11.2	Technical Bid Proformas	List attached
ITB Clause 12	Amount of Bid Security / Earnest Money	The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money 2% of the quoted bid price in the name of Director General, KP-C&TA .
ITB Clause 13	Bid validity period	90 days
IFB Clause 5	Last date and time for the receipt of bidding document	24.09.2020
IFB Clause 5	Date, time and venue of opening of technical bids	24.09.2020 03:00 PM Conference Room of Tourism Department, 13-A Khyber Road, Peshawar
Introduction Clause 1.2.	Duration of Contract	Ten years from the date of contract execution.
ITB Clause 32	Performance Guaranty / Performance Security	The Performance Security shall be 10% of the total contract price quoted and shall be submitted in the name of DG-C&TA.
ITB Clause 33	Award Criteria	Highest Quoted Responsive Bid / Rent Amount (of technically qualified firm/company).

SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENT

The below mentioned nine Camping Pods will be rented out for operation and management for a period of 10 years on the basis of “AS IS AND WHERE IS”:

CAMPING PODS SITES

S. NO	DISTRICT	CAMPING PODS NAME	LOCATION	NO. OF PODS
1.	Abbottabad	Thandiani Camping Pods Site	Abbottabad	4 Beds – (4 Pods) 2 Beds – (7 Pods)
2.	Swat	Bishigram Camping Pods Site	Bishigram	4 Beds – (4 Pods) 2 Beds – (7 Pods)
3.	Shangla	Yakhtangi Camping Pods Site	Yakhtangi	4 Beds – (2 Pods) 2 Beds – (3 Pods)
4.	DIKhan/Lakki Marwat	Sheikhabadin Camping Pods Site	Sheikhabadin	4 Beds – (2 Pods) 2 Beds – (4 Pods)
5.	Swat	Gabeen Jabba Camping Pods Site	Gabeen Jabba	4 Beds – (3 Pods) 2 Beds – (7 Pods)
6.	Buner	Mahaband Camping Pods Site	Mahaband	4 Beds – (3 Pods) 2 Beds – (7 Pods)
7.	Buner	Malaka Sar Camping Pods Site	Malaka Sar	4 Beds – (3 Pods) 2 Beds – (7 Pods)
8.	Battagram	Allai Camping Pods Site	Allai	4 Beds – (3 Pods) 2 Beds – (7 Pods)
9.	Chitral	Bamburait Camping Pods Site	Bamburait	4 Beds – (3 Pods) 2 Beds – (7 Pods)

NOTE: Beside bedding facilities, prefabricated/tent kitchen, washrooms, benches and small parking areas are also available in these camping pod sites.

EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA
For the nine Camping Pods sites

S. No.	Parameters	Detail		Total Marks	Remarks	
1	Profile of the Firm	Fully Operational Head Office		5	15	
		Regional Offices/Branch Nationwide (Each 2 Mark)		6		
		Affiliation with International Hotel Chain		4		
2	Market Experience (Number of years' experience in Tourism Industry).	i	03 to 05 Years	5	10	
		ii	06 and above Years	10		
3	Experience in Managing Hotels etc.	i	10 to 15 Beds	5	16	Documentary evidence of DTS registration must be provided.
		ii	16 to 25 Beds	10		
		iii	26 and above	16		
4	Staffing (Organizational capacity of the firm in leasing functionality: List of staff relevant to maintenance/operationalization of Rest House).	Details of Managerial and Technical Staff			15	Employees CVs must be attached.
		i	5 to 10	5		
		ii	11- to 20	10		
		iii	21 and above	15		
5	Management Model	i	Operation and Management Plan	4	20	
		ii	Staffing for operations	4		
		iii	Booking System	4		
		iv	Marketing Strategies	4		
		v	Quality Control Mechanism	4		
6	Financial Status	Tax Returns 2018-19			7	1. CPR must attached and Tax Payer must be active on Active Tax Payer list for NTN and Sales Tax. 2. Financial Statement must be verified from Chartered Accountant 3. The Bidder's Bank statement must reflect
		ii	Annual Tax Paid 0.2 to 0.5 Million	4		
		iii	Annual Tax paid more than 0.5 Million	7		
		Financial Statement 2018-19			7	
		ii	Annual Net Income 02 to 05 Million	4		
		iii	Annual net income more than 05 Million	7		
		Bank Statement of Last Year			7	
		ii	Annual Turnover 01 to 02 Million	4		
iii	Annual Turnover more than 02 Million	7				

Khyber Pakhtunkhwa Culture & Tourism Authority
Bidding Documents for Renting out Camping Pods

						liquidity to 10% of the quoted amount	
7	ISO 9001 (Quality Management in Travel and Tourism)					3	
Total						100	

Important Note:-

- i. Financial bids of those firms will be opened which secures 60 Marks out of 100.
- ii. The relevant documents must be attached for the above evaluation criteria. No documents / Certificates (affecting the marks) shall be entertained once technical bids opened.
- iii. The department may visit and physically verify the performance of the same and the cost will be beard by the firm concerned.
- iv. Contract will be awarded to the firm secures bid **highest in term of the price.**

**SPECIAL CONDITION
OF CONTRACT**

SPECIAL CONDITIONS OF THE CONTRACT (SCC):

Special Conditions of the contract shall be based on the INSTRUCTIONS TO THE BIDDERS and also in line with GENERAL CONDITIONS OF THE CONTRACT but not limiting to the Instruction enumerated above.

1. Duration of the Contract:

1.1.1. The duration/term of the contract shall be ten years from the date of contract execution with the successful bidder, if otherwise not terminated by the DG KP-C&TA as per covenants of the rent agreement.

2. Security Deposit:

2.1. The successful highest bidder will be offered to deposit security amount with DG KP-C&TA @ One year rent money in advance at the time of issuance of letter of Acceptance (LOA) within stipulated time. The security deposit shall be adjusted in monthly rent as per agreed terms of the contract.

2.2. In case of non-fulfilment of Terms & condition of the contract, the Renting Entity reserves the right to cancel the contract or even renting process by forfeiting the bid security of successful bidder.

2.3. In case of tie between the competing bidders, the Sub-Committee reserves the right to ask for increase of rent bid and thus contract shall be awarded to the highest bid.

2.4. No sub-letting, assignment, mortgage or transfer whatsoever shall be allowed to successful bidder after award of the contract

3. Payment Schedule:

3.1. Mode of payment shall be in the form of cross cheque in the name of Director General, KP-C&TA.

3.2. Payment of Rent shall be made in advance and shall be on yearly basis.

3.3. The rentee shall pay Rent of each year in advance, on or before of the due period/year, failing which legal action as enumerated in contract document, shall be invoked by the Procuring Entity

- 3.4. There shall be an annual compound increase of 10% in the rent money.
- 3.5. In case of default of payment for a period of more than three months from the due date, the rent contract shall be liable to be cancelled by DG KP-C&TA. However Renting Entity shall provide an opportunity for hearing before passing such order.

4. Transfer of Rent Hold Rights:

- 4.1. In case of death of rentee during currency of the rent period, the rent shall devolve upon the legal heirs for the un-expired period subject to the approval of DG KP-C&TA.

5. Rights of the Renter Entity:

- 5.1. The Rentee during the terms of this Agreement shall use the rented Camping Pods for promotion of tourism purposes only. The facility will remain available and accessible to tourists during the season. The Renter Entity will be authorized to terminate the contract if the Rentee changes the use and purpose of rented Camping Pods.
- 5.2. The Rentee shall execute a bond on judicial paper to the effect that if during the currency of rent, any part of the land is required by the Renter Entity for any public purpose, the Rentee shall surrender possession of land immediately without any right of compensation what so ever.
- 5.3. The Rentee shall permit the Renter or any person authorized in writing by him on his behalf, at all reasonable times, to enter the premises for the purposes of inspection.
- 5.4. Rentee will not store any inflammable or combustible goods or explosive substances within the premises, which may cause damage or injury to or prejudicially, affect the premises or any building thereon.
- 5.5. The Rentee during the terms of this Agreement, shall pay all electricity bills, water charges, property tax and other taxes and duties as may accrue from time to time during the rent period and will submit their copies to Renter on yearly basis.

- 5.6. Rentee shall not carry on or permit to be carried on in any part of the premises any offensive illegal, immoral or unlawful activities, which are against the public policy or the customs of the area.
- 5.7. The Rentee will register the Rent Agreement with the local revenue authorities on his own cost, within six months of the signing of the Rent Agreement.

6. Development of infrastructure:

- 6.1. The Rentee shall not assign, charge, mortgage hypothecate, sell, dispose-off or transfer in any manner, whatsoever, Renter right on the premises under Rent Agreement. Renter will not be responsible for any financial commitment of the Rentee with any banks, financial institutions etc., during the Rent period or after the completion of the Rent period.
- 6.2. Construction of structure, any part thereof as well, on rented state land, shall not be allowed. In case of violation, action would be taken against the Rentee and the structure constructed in violation would be removed along with termination of the Rent Agreement.
- 6.3. In case operationalization of the Camping Pods is not commenced or completed within the period provided in the rent agreement or within the extended period allowed by the competent authority, termination of rent/resumption of land shall be stipulated in the rent agreement.

7. Fraud & Fraudulent Practices:

If at any time, it is found that the rentee has obtained the rented property by mis-presentation or concealment of facts, the rent shall be cancelled forthwith by DG KP-C&TA.

8. Arbitration:

In case of any dispute or differences arising out of any matter, the same shall be referred to the Secretary Tourism Corporation Khyber Pakhtunkhwa-KP comprising representative one each from Renter and Rentee's side, for settling the issue. In case conflict/disagreement not settled, the matter shall be referred to the CHIEF SECRETARY of the Province of the Khyber

Pakhtunkhwa in the form of reference, for final decision under the Arbitration Act-1940, who shall be the sole arbitrator and his decision will be final and binding on both the parties.

9. Dispute Resolution:

The Renter and the Rentee 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 the both the parties have been unable to resolve amicably a contract dispute, either party may refer the case to Secretary Sports & Tourism Department, Khyber Pakhtunkhwa for decision through a Dispute Resolution Committee constituted for the purpose by Secretary Sports & Tourism, Khyber Pakhtunkhwa and its decision will be final and binding on both the parties.

10. Closure of Agreement:

On the expiry of Rent Agreement made with the Rentee, or on termination of Agreement, the Rentee shall hand-over the possession of the premises to the Renter Entity 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.

TECHNICAL BID FORMS

BID COVER SHEET

Bid Ref. No. -----

Date-----

Name of Camping Pod Site Applied For:

Name of the Company / Dealer:

Address of the Correspondent:

E-mail: _____

Phone: _____

Facsimile: _____

Bid Security.

Bid Security attached with Financial Bid YES NO

Signed:

Dated:

Official Stamp:

Attachment: Original receipt for the purchase of the bidding documents.

FORM 1:

Letter of Intention

Bid Ref No.

Date of the Opening of Bids

Name of the Contract: {Add name Camping Pod Site}

To: **[Name and address of Procuring Agency]**

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 to bid under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to take the property of Camping Pods on rent 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 in the Bid Data Sheet 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 in force in Pakistan.

We confirm that we comply with the eligibility requirements as per INSTRUCTIONS TO THE BIDDERS clauses of the bidding documents.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signed:

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

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

FORM 2:

AFFIDAVIT

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 bid is accompanied with Bid Security @ 2% of the bid value in the shape of Call Deposit Receipt (CDR) in the name of the undersigned.
- 6) The undersigned submits an undertaking in our Technical Bids that the requisite Bid Security is included in our Financial Bid. A bid having no undertaking attached with technical bid may summarily be rejected. Late bids may be treated as non-responsive.
- 7) The undersigned gives an affidavit to the effect that it is not blacklisted by public organization, nor bankrupted by any scheduled commercial banks as well as non-involvement in any litigation.
- 8) The undersigned has no involvement in any litigation anywhere in the province.

Signed

Note: **The affidavit must be submitted on judicial stamp paper of Rs.100/- by the Executive of the Firm & attested by Oath Commissioner.**

FORM 3:

Firm's Past Performance

Name of the Firm:

Bid Reference No:

Date of opening of Bid:

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

Name of the Bidder	Lease/ Rent Order No.	Description Of Order	Value of Order	Date of Completion	Remarks

FORM 4:

TECHNICAL PROPOSAL

The Director General, KP-C&TA ,

1. Name of the Bidder_____
2. Legal Status_____
3. Registered Head Office and other office address_____
4. Current business activities/ Projects_____
5. Telephone/Fax Nos._____ Email Address_____
6. Experience in the field of Tourism Industry _____
7. Financial position_____
 - ii) Attach Audited Financial Statements for the last three years.
 - iii) ii) Net Worth of Bidders
8. National Tax Number (Photocopy of NTN Certificate (s) may be attached_____
9. List of the qualified and experienced personnel employed or to be employed for the proper management of the project_____
10. Proposed Methodology/ Business Plan for operation of Camping Pods

FORM 5:

FINANCIAL PROPOSAL

The Director General, KP-C&TA .

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

DRAFT RENT AGREEMENT

This rent agreement is made on this day _____, 2020 between the Government of Khyber Pakhtunkhwa through Director General, KP-C&TA and M/S _____ (hereinafter referred as the Renter) is **PARTY ONE** to the agreement, which expression shall, unless the context otherwise requires, include his successors in office and assignee of it and M/_____ (hereinafter referred to as the Rentee) is **PARTY TWO**, which expression shall unless the context otherwise requires include his successors in the office and authorized representative for execution, implementation & administration of this agreement as per terms of reference as here under:

WHEREAS, the Renter i.e. Party One is the lawful owner in possession of property on behalf of Tourism Department, Government of Khyber Pakhtunkhwa (Name of Camping Pods & Location) District _____, hereinafter referred to as the premises;

AND WHEREAS, the Rentee i.e. Party Two has been successful in the open bidding and the Renter has agreed to give on rent its premises i.e. (Name of Camping Pods & Location) District _____, under Khyber Pakhtunkhwa Rest houses and Tourism Properties Act 2020 on terms and conditions herein set forth:

NOW, THEREFORE, this agreement witnessed as follows:

1. **Term of the Agreement:** This Agreement shall come into force with effect from this day _____, 2020 and unless terminated earlier, shall remain in force for a period of ten (10) years (hereinafter referred to as the 'rent period'). The Renter shall handover the premises on the date of signing of agreement otherwise termination of rent agreement shall be exercised. Whereas, the rent shall start from the signing of rent agreement. The Renter shall bound to operationalize the Camping Pods within a period of 03-04 months of the signing of this rent agreement. In case operationalization of the Camping Pods is not commenced or completed within the period provided in the rent agreement or within the extended period allowed by the competent authority, termination of rent/resumption of land shall be stipulated in the rent agreement.
2. **Purpose of Rent Agreement:** The Rentee shall use the premises only for the exclusive purposes of tourism promotion permitted in Terms Of Reference (TORs) of Bidding documents and subsequent rent agreement. The rentee is authorized to develop ways & means for provision of better services and shall endeavor ensuring Corporate Social Responsibility (CSR) in case of violation, the renting entity reserve the right to cancel the rent agreement.
3. **Cost of the Agreement:** The rent amount shall be Rs. (In Figures)/- (In Words) per annum *exclusive of Govt. Taxes*. The said amount is payable in advance

and on yearly basis on _____ every year during agreement of ten years with grace period of 15 days in respect of which the rent amount is due, failing which 0.5% of the annual rent amount will be charged, from lessee every year during agreement of ten years on weekly basis as penalty. Rent amount shall be enhanced @ 10% increase on compound annual basis.

4. **Payment Schedule:** The Rentee shall submit security deposit (Refundable) to the tune of one year rent amount in the form of Bank Guarantee, Call Deposit Receipts or a cross cheque in the name of Director General, KP-C&TA. This security deposit is refundable to the Rentee after maturity of the rent agreement. In case of default of payment for a period of more than three months from the due date, the rent contract shall be liable to be cancelled by adjusting rent towards security deposit. However the Renter shall provide an opportunity for hearing before passing such order. The payment schedule is as under:

S.NO	Rent Year	From	To	Rent Amount
1	Year One	00-00-2020	00-00-2021	Rs. _____/-
2	Year Two	00-00-2021	00-00-2022	Rs. _____/-
3-4-5-6-7-8-9				
10	Year ten	00-00-2029	00-00-2030	Rs. _____/-

5. **Payment of Utilities & Taxes & Duties:** The Rentee during the term of this Agreement, shall pay all sort of utilities including electricity bills, water charges, Gas Charges, property tax and all other taxes & duties as may accrue from time to time during the rent period and shall submit their copies to the Renter on yearly basis to the Renter Entity.
6. **Peaceful Occupancy:** The Rentee shall enjoy quiet & peaceful possession of the premises without disturbance caused to it. The Rentee shall not sublet, sub-contract, assign, charge, mortgage, hypothecate, sell, dispose off, or transfer in any manner, whatsoever, in contravention to Renter's right of ownership on the premises. Renter shall not be responsible for any financial commitment of the Rentee with any banks, financial institutions etc., during the rent period or after the completion of the rent period. In case of death of rentee during currency of the rent period, the rent shall devolve upon the legal heirs for the un-expired period subject to the approval of DG KP-C&TA.
7. **Right of Inspection:** The Rentee shall permit the Renter or any person/s authorized by the Renter on his behalf, at all reasonable times, to enter the premises for the purpose of inspection.
8. **Applicable Taxes:** The Rentee shall pay all the taxes & duties relating to income & services wherever are applicable being withholding agents. They may

deduct the amount of tax and shall furnish duly paid challan/CPR of deducted taxes within 15 days following the close of each quarter.

9. **Development of Infrastructure**: Construction of structure, any part thereof as well, on the land of Camping Pod Site, shall not be allowed. In case of violation, action would be taken against the rentee and the structure constructed in violation would either be demolished or declared as government property.
10. **Storage Requirement**: The Rentee shall 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 part of the rented property.
11. **Rightful Use of Premises**: The Rentee shall not carry out or permit to be carried out any offensive, illegal, immoral or any unlawful activities, which are against law and social norms/customs of the area. The Rentee shall execute a bond on judicial paper to the effect that if during the currency of rent, any part of the land is required by the Renter Entity for any public purpose, the Rentee shall surrender possession of land immediately without any right of compensation what so ever.
12. **Non-Interference by the Renter**: The Renter shall not, subject to any law of the land for the time being in force, interfere in day to day working and business conduct/ SOPs by the Rentee in the premises as covered by this agreement.
13. **Registration of Agreement**: The Rentee shall register the rent agreement within six months of signing of agreement with the local Revenue Authorities without incurring any cost or liability on the part of the Lessor.
14. **Force Majeure**: In case of unexpected natural calamity event like war, earthquake, flood or lawlessness which directly/indirectly have adverse effects and stop the business of the rentee will be exempted to pay the rent amount of the affected periods duly verified & Certified by NDMA and PDMA.
15. **Dispute Resolution**: The Renter and the Rentee 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 matter to **Secretary Sports & Tourism**, Khyber Pakhtunkhwa for decision.
16. **Arbitration Clause**: In case of any dispute or difference arising out of any matter, the same shall be referred to the Secretary Tourism comprising representative one each from Renter and Rentees' side, for settling the issue. In case of non settlement 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 appoint the sole arbitrator and his decision will be final and binding on both the parties.

17. **Fraud & Fraudulent Practices:** If at any time, it is found that the rentee has obtained the rented property by mis-presentation or concealment of facts, the rent shall be cancelled forthwith by DG KP-C&TA.
18. **Termination of Agreement:** The Renter and the Rentee may have the right to terminate the agreement with cogent reason and after serving a formal Advance Notice of three months. In case of breach of any of the terms & conditions of this agreement, the renter, subject to the notice, giving the rentee reasonable opportunity of showing cause, may terminate/rescind the agreement without any claim of his investment in the property. The rentee, if he chooses to vacate the rented property, shall also have the option to vacate by serving a notice for a minimum period of three months to renter and vacate without having any charge over the rented premises and the rentee shall pay 50% of the total remaining amount of rent in case he terminates the rent before its maturity.
19. **Closure of Agreement:** On the expiry of Rent Agreement made with the Rentee, or on termination of Agreement, the Rentee shall unconditionally hand-over the possession to the Renter of the premises along with furniture and fixtures transferred by the Renter and in such good condition, as it ought to be and at the time of award, along with all additions, alterations and renovations, without making any claim for compensation thereof. The rentee shall hand over the premises with no litigation or any other hindrance whatsoever. However rentee will be permitted to remove all his moveable assets which have been installed by the rentee like generators, furniture items, curtains, crockery, TVs, lenin etc. and renter will have no claim of any nature on the same.

THE RENTER AS WELL AS THE RENTEE DOES HEREBY ACCEPT THE TERMS & CONDITIONS OF THIS RENT AGREEMENT AS BINDING ON EACH OTHER:

PARTY ONE

SGM/Chairman Committee,

CNIC: _____ - _____ - _____

Address: Olympic Plaza, Adjacent to
Peshawar Sports Complex, Stadium
Road, Peshawar Cantt.

Contact: +92-91-9211091

PARTY TWO

Name:

Designation:,

M/s: _____

CNIC: _____ - _____ - _____

Address:

Contact:

WITNESS 1

NAME:

CNIC: _____ - _____ - _____

Address:

WITNESS 2

NAME:

CNIC: _____ - _____ - _____

Address: