



GOVERNMENT OF SINDH  
CULTURE, TOURISM & ANTIQUITIES DEPARTMENT  
REQUEST FOR PROPOSAL



LAB-E-MEHRAN TOURISM PROJECT SUKKUR

**The Assignment**

The Culture, Tourism & Antiquities Department, Government of Sindh, invites proposals from reputable and experienced firm(s)/consortia to prepare a Feasibility Report along-with Transaction Advisory Services for Lab-e-Mehran Tourism Project, Sukkur.

The Lab-e-Mehran Tourism Project will encompass the development of large stretch of riverfront with an aim of turning it into a preferred tourist spot by providing various services like entertainment, recreation and amusement facilities. The project will mainly comprise of parks, jogging tracks, walkways, promenades, permanent open recreation areas, huts and restaurants. The project will not only beautify Sukkur City but will also provide cleaner and healthy environment to its people and nearby towns. The project also includes development of recreational activities for children including Play Areas (open and covered), boating, ferry service and development of a viewpoint for blind Dolphins in Indus River. Further details are provided in the Request for Proposal (RFP).

**Brief Scope of Work**

The detailed scope of work for the transaction advisor to develop the project is provided in the RFP. However, briefly, the Transaction Advisor/ Consulting Firm(s) shall be expected to perform following tasks:

- Conduct Technical Feasibility of the proposed project.
- Conduct Legal, Financial viability Study, PPP options analysis and provide Transaction Advisory Services in respect of the project.
- Assist Culture, Tourism & Antiquities Department in marketing the project to the interested mix of investors, and administering the bidding process for implementation of the project till achieving Financial Closure.

**Eligibility:** Registration with Sindh Revenue Board (SRB), relevant tax authorities and relevant professional body (PEC). Further eligibility is mentioned in the RFP document.

**Submission of Proposals:** In a sealed envelop as mentioned in the RFP.

**Bid Security:** 1% of bid price

**Response Time:** From issuance of bidding documents to 30<sup>th</sup> October 2017.

**Pre-Bid Meeting:** 11:00 a.m October 11, 2017 at Committee Room of National Museum of Pakistan, Director General Antiquities & Archeology, Department of Culture, Tourism & Antiquities, Karachi

**Bid Submission Deadline:** October 31<sup>st</sup>, 2017 at 02:00 p.m.

**Bid Opening:** Proposals would be opened on October 31<sup>st</sup>, 2017 at 02:30 p.m.

**Bid Submission and Opening Address:** Director General, Antiquities & Archeology, Department of Culture, Tourism & Antiquities, Karachi

**Bidding Documents:** The RFP document shall be available to download (free of cost) on the below mentioned websites:

[www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) and [www.pppunitsindh.gov.pk](http://www.pppunitsindh.gov.pk)

Late proposals shall be rejected.

**For Further Information**

Mr. Yasir Mumtaz Khokhar  
Director, PPP Unit,  
Finance Department  
Phone: 021-99222186  
Email: yasirmumtaz.k@gmail.com

## ANNUAL PROCUREMENT PLAN (FOR PPP PROJECTS)

(Culture, Tourism & Antiquities Department)

Financial Year 2017-18

Sr. No	Description of Procurement	Quantity (where applicable)	Estimated unit cost (where applicable)	Estimated total cost	Funds allocated	Source of funds (ADP/Non ADP)	Proposed procurement method	Timing of procurements				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	Consultant Solicitation for Lab-e-Mehran Tourism Project	-	-	-	-	Project Development Facility (PDF)	NCB, Single Stage Bidding Procedure	-	-	-	-	The procurement process for Consultant solicitation has commenced
2	Investor/Developer Solicitation for Lab-e-Mehran Tourism Project	-	-	-	-	Viability Gap Fund (VGF)	ICB, Two Stage Bidding Procedure	-	-	-	-	In 4th quarter, it is expected that the process for investor solicitation shall commence.



**Appendix-B, Draft Consultancy Services Contract**  
**Culture, Tourism & Antiquities Department**

**CONSULTANCY SERVICES FOR LAB-E-MEHRAN TOURISM  
PROJECT**

## DRAFT CONSULTANCY SERVICES CONTRACT

### DRAFT CONSULTANCY SERVICES CONTRACT

This Consultancy Services Contract ("Contract") is entered into at Karachi on this the -  
-- day of -----, 2017

#### By and between:

1. **THE CULTURE, TOURISM & ANTIQUITIES DEPARTMENT OF THE GOVERNMENT OF SINDH**, having its offices at \_\_\_\_\_  
\_\_\_\_\_ represented by the Secretary, Culture, Tourism & Antiquities Department (hereinafter referred to as "**GoS**"); and
2. \_\_\_\_\_, a company incorporated under the laws of the Islamic Republic of Pakistan and having its principal place of business at \_\_\_\_\_  
Pakistan (hereinafter referred to as "**Lead Advisor**") (GoS and the Lead Advisor are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**").

#### WHEREAS:

- A. The GoS is desirous of establishing Lab-e-Mehran Tourism Project ("**Project**").
- B. In order to proceed further, GoS is desirous of engaging qualified consultants in relation to the Project in accordance with the terms of reference listed in **Schedule A** of this Contract ("**Assignment**").
- C. The Advisory Consortium (defined below), led by the Lead Advisor, participated in, and was selected for the Assignment in a competitive bidding process by the issuance of a Request for Proposals (RFP) on [●], 2017 and scope clarification issued by GoS on [●].
- D. The Lead Advisor in collaboration with \_\_\_\_\_, have confirmed to GoS that they have the requisite experience and resources to undertake the Assignment for such consideration and terms given herein below.
- E. GoS has agreed to accept the offer of the Lead Advisor for undertaking the Assignment.

#### NOW THEREFORE, the parties hereto agree as follows:

##### 1. Definition

In this Contract, unless the contrary intention appears:

"**Advisory Consortium**" means collectively the members of advisory team for the Project \_\_\_\_\_ comprising \_\_\_\_\_ of \_\_\_\_\_ (i) \_\_\_\_\_  
(ii) \_\_\_\_\_ (iii) \_\_\_\_\_ (iv) \_\_\_\_\_ for \_\_\_\_\_

the Advisory Consortium, as listed in more detail in **Schedule B**, attached hereto;

“**Contract**” means this contract executed between GoS, through Culture, Tourism & Antiquities Department and the Lead Advisor;

“**Terms of Reference**” means work required to be carried out by the Advisory Consortium in relation to the Project, as listed and detailed in **Schedule A** attached hereto;

“**Consortium Members**” means and includes members of the Advisory Consortium, appointed under specific terms and to whom, a portion or a part, of the Terms of Reference is allocated or assigned by the Lead Advisor for the purposes of this Contract;

“**Technical Proposal**” means the technical proposal in connection with the Assignment submitted by the Advisory Consortium on [●],[●], 2017.

## 2. **Terms of Reference**

- 2.1 GoS hereby appoints the Lead Advisor for the purpose of carrying out of the Assignment and the provision of the services stated in the Terms of Reference and the Lead Advisor agrees to such appointment for such consideration as set out in Clause 3 below. GoS agrees that specified portions of the Terms of Reference may be delegated by the Lead Advisor to members of the Advisory Consortium. It is further agreed between the Parties that unless the Terms of Reference is amended in writing with the mutual agreement of the Parties, the work to be undertaken by the Advisory Consortium will be restricted to Work as set out in Contract.
- 2.2 The approach and methodology outlined in the Technical Proposal submitted by the Advisory Consortium shall be applied for the purposes of any interpretation of the Terms of Reference. If any issue arises regarding interpretation of approach and methodology outlined in the Technical proposal then the Parties will discuss and resolve so as to fulfill the requirement of Assignment.

## 3. **Fee and Commencement Date**

### 3.1 **Fee**

- 3.1.1 In consideration of the Advisory Consortium providing the services to GoS in terms of this Contract, GoS shall pay an “**Advisory Fee**” of PKR \_\_\_\_\_ (Pak Rupees \_\_\_\_\_ Only) to the Advisory Consortium. The Advisory Fee due and payable to the Advisory Consortium shall be made within a period of thirty (30) days from the date of completion of the milestone and approval of the same by the GoS, specified in **Schedule C** attached hereto.
- 3.1.2 Any amendment to the Terms of Reference shall only become effective once the Parties have agreed to amendments/changes (if any) to the Advisory Fee subject to relevant SPPRA rules 2010 (amended from time to time), which may occur as a result of such amendment in the Terms of Reference. For avoidance of doubt it is

clarified that the agreement between the Parties in relation to the adjustment in the Advisory Fee as a result of any amendment in the Terms of Reference is a condition precedent to the effectiveness of such amended Terms of Reference.

- 3.1.3 The Advisory Fee due and payable by GoS to the Advisory Consortium shall be a fixed advisory fee, subject to any amendments and/or adjustments in the same as a result of a change in the Terms of Reference in accordance with Section 3.1.

### 3.2 **Commencement Date**

- 3.2.1 For the purposes of this Contract and the services to be provided hereunder, the commencement date for the Assignment shall be *the date of signing of this Consultancy Services Contract*.

## 4. **Warranties**

- 4.1 GoS hereby represents and warrants to the Lead Advisor that it has all the necessary authorization, mandate and capacity to award the Terms of Reference to the Advisory Consortium pursuant to this Contract.

- 4.2 The Lead Advisor warrants that:

- (a) It has, in collaboration with its Consortium Partners, all necessary knowledge base, human and material resources to undertake the Assignment according to the best international practices;
- (b) It has all necessary warranties from Consortium Partners confirming that they have the necessary professional, intellectual and material resources to undertake their respective parts of the Terms of Reference in connection with the Assignment; and
- (c) It has all necessary consent from Consortium Partners to accept the Assignment, abide by the terms of the Contract and that they shall perform their respective parts of work professionally and according to the international best practices.

## 5. **Communication**

- 5.1 All the significant communication between the Parties shall be in writing delivered through some established credible medium which will include email but deliverables shall be in hard and also in soft copy form.
- 5.2 All of the substantive nature communication between the Parties shall be sent to the following persons without fail in addition to any other person(s) or official(s) the Parties to the agreement may notify each other or the person(s) or official(s) to whom it is necessary and obligatory to send that communication. The respective key contact persons for communication shall be:

**For GoS  
Communication/Deliverable/report  
address to:**

Name:  
Designation: Director General, Culture,  
Tourism & Antiquities Department,  
Government of Sindh  
Address:  
.....

Telephone: +92(21)  
+92(21)

Email:

**For Lead Advisor**

Name:  
Designation:  
Address:

Telephone: +92(21)  
+92(21)

Email:

**6. Reporting/Deliverables**

- 6.1 The Lead Advisor shall provide GoS with the following deliverables during the course of the Assignment:-

*As given under the RFP Document*

- 6.2 The outcome of the Project is to complete the Assignment as per the Terms of Reference.
- 6.3 Whilst each submission of the work products shall address different aspects of the Assignment that the Advisory Consortium shall perform.
- 6.4 In order to confirm that the Advisory Consortium's reports address all the matters within the agreed Terms of Reference, the Lead Advisor will submit a draft of its reports/plans/models to the GoS for its comments prior to issuing it in final form. If the GoS does not revert with any comments within a period of three (3) weeks from the date of submission by the Lead Advisor of its draft reports/plans/models (as the case may be), the same will be deemed to be accepted by the GoS for the purposes of achievement of the milestones as set down in **Schedule C**, and the Lead Advisor will be entitled to (i) issue the final versions of the relevant deliverables; and (ii) payment for completion of such milestone in accordance with **Schedule C**.

**7. Access**

- 7.1 For undertaking the Assignment the Advisory Consortium will have the access to and the GoS will make all efforts to provide to it all the relevant and necessary information and documents wherever applicable and possible, which would facilitate the Advisory Consortium in connection with the Assignment.

**8. Assignment and Charges**

The Lead Advisor shall not assign this Contract or any part hereof except with prior

consent in writing of the GoS, which consent the GoS shall be entitled to decline without assigning any reason whatsoever. Notwithstanding the generality of this clause, nothing herein shall restrict the ability of the Lead Advisor to delegate part of the Terms of Reference to members of the Advisory Consortium, possessing relevant expertise.

## **9. Law Governing Contract and Language**

The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.

## **10. Term, Termination and Survival**

### **10.1 Term**

- i. The appointment of the Lead Advisor in terms of this Contract shall automatically terminate upon completion of the services as per the Terms of Reference. During the stated period the Advisory Consortium shall endeavor to facilitate the GoS in the timely completion of all services relating to the Project.

### **10.2 Termination**

#### **10.2.1 By the GoS**

The GoS may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this clause. In such an occurrence the GoS shall give not less than thirty (30) days' written notice of termination to the Lead Advisor, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Lead Advisor does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the GoS may have subsequently approved in writing.
- b) If the Lead Advisor becomes insolvent or bankrupt.
- c) If the Lead Advisor, in the judgment of the GoS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Advisory Consortium are unable to perform a material portion of the services for a period of not less than sixty (60) days.
- e) If the GoS, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Advisory Consortium fails to comply with any final decision reached as a result of arbitration proceedings.

In case of the event referred to in (a), the Lead Advisor shall be liable to the GoS for the performance of the Assignment. Failure in the performance of obligations may lead to termination of Contract along with performance security forfeiture and / or black-listing of Lead Advisor.

#### **10.2.2 By the Lead Advisor:**

The Lead Advisor may terminate this Contract, by not less than thirty (30) days' written notice to the GoS, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this clause:

- a) If the GoS fails to pay any money due to the Advisory Consortium pursuant to this Contract without Advisory Consortium fault.
- b) Pursuant to clause 27 (Good Faith) hereof within forty-five (45) days after receiving written notice from the Lead Advisor that such payment is overdue.
- c) If, as the result of Force Majeure, the Advisory Consortium is unable to perform a material portion of the Assignment for a period of not less than sixty (60) days.
- d) If the GoS fails to comply with any final decision reached as a result of arbitration proceedings.

#### **10.2.3 Payment upon Termination**

Upon termination of this Contract, the GoS shall make the following payment to the Lead Advisor:

- i. Payment for milestones satisfactorily performed as per Contract prior to the effective date of termination;

#### **10.3 Survival**

Termination of this Contract (a) shall not relieve the Lead Advisor or the GoS of any obligations hereunder which expressly or by implication survives Termination hereof (b) shall not relieve GoS for making payment of the Advisory Fee and other amounts due and payable in terms of this Contract; and (c) except as otherwise provided in any provision of this Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations that have already arisen or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

#### **11. Amendments**

This Contract and the Schedules together constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

#### **12. Notices**

Unless otherwise stated, notices to be given under this Contract including but not limited to a notice of waiver of any term, breach of any term of this Contract and termination of this Contract, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

<p><b>For GoS</b></p> <p>Director General Culture, Tourism &amp; Antiquities Department, Government of Sindh,</p> <p><b><u>Karachi.</u></b></p> <p>Telephone: +92(0) 21-992 Fax: +92(0) 21-992</p>	<p><b>For Advisory Consortium</b></p> <p>-----</p> <p>Telephone: +92 +92 Fax: +92 Email:</p>
<p><b>For PPP Unit</b></p> <p>Director Finance Public Private Partnership (PPP) Unit, Finance Department, Government of Sindh</p> <p><b><u>Karachi.</u></b></p> <p>Telephone: +92(0) 21-992 Fax: +92(0) 21-992</p>	

Or such mail address, telephone number, telex number, or email address as may be duly notified by the respective Parties from time to time.

### 13. Severability

If for any reason whatever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

### 14. Fraud and Corruption

- A. If the GoS determines that the Lead Advisor and/or its Personnel, sub-contractors, Consortium Members, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the GoS may, after giving 14 days notice to the Lead Advisor, terminate the Consultant's employment under

the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010. Any personnel of the Advisory Consortium, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with clause 26.

### **Integrity Pact**

B. If the Advisory Consortium or any of his Consortium Members, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Lead Advisor as **Appendix – A** to this Contract, then the GoS shall be entitled to:

- a) recover from the Lead Advisor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- b) terminate the Contract; and
- c) recover from the Lead Advisor any loss or damage to the GoS as a result of such termination or of any other corrupt business practices of the Lead Advisor or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Lead Advisor shall proceed in accordance with Sub-Clause 15 A. Payment upon such termination shall be made under Sub-Clause 15 A after having deducted the amounts due to the Client under 15 B Sub-Para (a) and (c).

### **15. Performance Standard**

The Lead Advisor undertakes to perform the Assignment with the highest standards of professional and ethical competence and integrity. The Lead Advisor shall promptly replace any employees assigned under this Contract that the GoS considers unsatisfactory.

### **16. Confidentiality**

The Lead Advisor shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Assignment, this Contract or the GoS's business or operations without the prior written consent of the GoS.

### **17. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Advisory Consortium for the GoS under the Contract shall belong to and remain the property of the GoS. The Lead Advisor may retain a copy of such documents and software.

### **18. Advisory Consortium Not to be Engaged in Certain Activities**

The Lead Advisor agrees that, during the term of this Contract and after its

termination, the Lead Advisor and any entity affiliated with the Advisory Consortium, shall be disqualified from providing goods, works or services (other than the Assignment or any continuation thereof) for any project resulting from or closely related to the services specified in the agreement.

**19. Advisory Consortium not to Benefit from Commissions, Discounts, etc.**

The payment of the Lead Advisor pursuant to this Contract shall constitute the Lead Advisor's only payment in connection with this Contract or the Services, and the Advisory Consortium shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Advisory Consortium shall use their best efforts to ensure that the Personnel, any Consortium Members, and agents of either of them similarly shall not receive any such additional payment.

**20. Prohibition of Conflicting Activities**

The Lead Advisor shall not engage, and shall cause their Personnel as well as their Consortium Members and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

**21. Change in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the services under this Contract shall be increased or decreased accordingly by agreement between the Parties.

**22. Force Majeure**

The failure on the part of the parties to perform their obligation under the Contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

**23. No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**24. Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**25. Lead Advisor's Actions Requiring GoS's Prior Approval**

The Lead Advisor shall obtain the GoS's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Assignment;
- b) appointing such members of the Personnel not listed by name in **Schedule-B** (Project Team);

**26. Removal and / or Replacement of Personnel**

- a) Except as the GoS may otherwise agree, no changes shall be made in the Key Professional Staff. If, for any reason beyond the reasonable control of the Advisory Consortium, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional Staff, the Lead Advisor shall provide as a replacement a person of equivalent or better qualifications.
- b) If the GoS finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Lead Advisor shall, at the GoS's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the GoS.
- c) The Lead Advisor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**27. Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**28. Settlement of disputes**

In the event of any dispute or claim arising out of or relating to this Contract or a breach hereof, the Parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the parties. If the Parties fail to settle the dispute or claim at the expiration of thirty (30) days from the date of such dispute or claim, the matter will be referred to a sole arbitrator to be appointed with the mutual consent of the Parties within fifteen (15) days from the date of receipt of a notice of arbitration served by any Party hereto. In case the Parties fail to agree on sole arbitrator within the said period, the matter shall be referred to two arbitrators, one to be appointed by each of the Parties to dispute and to an Umpire to be appointed by the arbitrators before entering upon the reference. The sole arbitrator or the arbitrators and Umpire shall proceed to arbitrate in accordance with and subject to the provisions of the Arbitration Act, 1940 or any statutory modification or reenactment thereof for the time being in force.

**The Parties agree that:**

- (a) All arbitration proceedings will take place in the jurisdiction of Sindh Province.
- (b) Except as may be required by law, neither a party nor its representatives may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all Parties.

**29. Arbitration**

The language of the arbitration shall be English.

- (a) It is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 120 days from the date the arbitrator is appointed. The arbitral tribunal may extend this limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
- (b) The decision of such arbitration to award or awards made by such arbitrators
  - i. and Umpire shall be final and binding upon the Parties hereto without appeal to any court or other party (s),
- (c) Pending the decision or award, the Parties shall continue to perform their obligations pursuant to the Contract;
- (d) This clause shall continue in force notwithstanding the termination of this Contract; and
- (e) Resort to arbitration shall be a condition precedent to any legal proceedings through a court of Law.

Should arbitration occur between the parties relating to the provisions of this Contract, each Party shall bear its arbitration expenses, witness and representation fees.

**30. Schedules to the Contract**

The following schedules shall form the integral part of this Contract:

- o Schedule A - Terms of Reference
- o Schedule B -Project Team
- o Schedule C -Deliverables and Payments
- o Schedule D -Time Plan

**IN WITNESS WHEREOF** the Parties have executed and delivered this Contract as of the date first above written.

**[Signature Page Follows]**

<b>For and on behalf of:</b> <b>Culture, Tourism &amp; Antiquities</b> <b>Department</b> <b>GOVERNMENT OF SINDH</b>		
<p style="text-align: right;">(Signature)</p> <p>( _____ )</p> <p>Secretary  Culture, Tourism &amp; Antiquities  Department</p>		<b>In presence of the following witnesses:</b>  Signature: ..... Name:..... CNIC No: .....
		Signature: ..... Name: ..... CNIC No: .....
<b>For and on behalf of:</b> <b>Consortium</b>		
<p style="text-align: right;">(Signature)</p>		<b>In presence of the following witnesses:</b>  Signature: ..... Name:..... CNIC No: .....
		Signature: ..... Name: ..... CNIC No: .....

## SCHEDULE A- TERMS OF REFERENCE

### 1.1 Terms of Reference

Please refer terms of reference given in the RFP

**SCHEDULE B - PROJECT TEAM**

<b>NAME</b>	<b>DESIGNATION</b>	<b>ORGANIZATION</b>
-------------	--------------------	---------------------

The engagement will be carried out under the overall supervision of the Lead Advisor, who will be the Engagement Partner for the project.

The principal GoS contact for this engagement will be the Lead Advisor, who has been given overall responsibility for the performance of the obligations under this Contract and coordinating with the Lead Advisor in the performance of their Assignment.

**SCHEDULE C - DELIVERABLES AND PAYMENTS**

S. No	Activities and Milestones	Mode of Payment	
		% age	PRs.
<i>As given in RFP Document</i>			

Notes:

- a. Payment is due on achievement of each milestone as per Contract, (shown in bold above), however, milestones do not directly relate to the actual cost of the activity stated.
- b. In case any delay occurs in proceeding with the consultancy services for more than two months, beyond the control of consultants, then payments for the completed components of the milestones are to be made by the GoS.

**SCHEDULE D- TIME PLAN**

To be provided by the winning bidder.

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS 10.00 MILLION OR MORE

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_
Contract Value: \_\_\_\_\_
Contract Title: \_\_\_\_\_

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [name of Supplier] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Buyer: .....
Signature: .....
[Seal]

Name of Seller/Supplier: .....
Signature: .....
[Seal]





GOVERNMENT OF SINDH  
CULTURE, TOURISM & ANTIQUITIES  
DEPARTMENT

**NOTIFICATION**

NO. SO(G)/CT&AD/2017/ In compliance with Rule 67 of Sindh Public Procurement Rules, 2010, the Consultant Selection Committee (CSC) is hereby notified for hiring Consultants for Lab-e-Mehran Tourism Project Sukkur, under public private partnership (PPP) modality. The CSC shall have the following composition and terms of reference:

- |    |   |                    |
|----|---|--------------------|
| 1. | Director General Antiquities & Archaeology, Culture, Tourism & Antiquities Department, Government of Sindh                                  | Chairman           |
| 2. | Deputy Commissioner, Sukkur   | Member             |
| 3. | Representative of P&D Department, Government of Sindh (not below BS-18)   | Member             |
| 4. | Director PPP Unit, Finance Department, Government of Sindh  | Member             |
| 5. | Project Manager / Focal Person, Lab-e-Mehran Tourism Project Sukkur, to be nominated by Secretary, Culture Tourism & Antiquities Department | Member / Secretary |

**Terms of Reference:**

- 1) Short listing of consultants, responding to the Request of Expression of Interest, where applicable, in accordance with the criteria mentioned in Request for Expression of Interest;
- 2) The Consultant Selection Committee (CSC) shall approve the bidding documents i.e. Request for Proposal (RFP) before issuance for the selection of consultant;
- 3) The committee shall evaluate technical and financial proposals, according to selection method and evaluation criteria, mentioned in the Request for Proposal (RFP);
- 4) Finalization of recommendation based on evaluation as mentioned in (3) above.

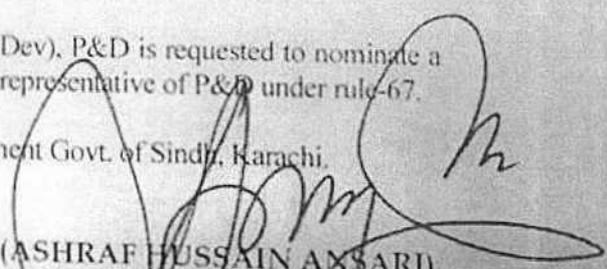
**GHULAM AKBAR LAGHARI**  
Secretary to Government of Sindh

NO: SO(G)/CT&AD/2017/795

28/7  
Karachi dated: July, 2017

***A copy is forwarded for information to:***

1. Chairman and Members (all) of the Committee.
2. PS to ACS (Dev), P&D, Govt. of Sindh, Karachi. ACS (Dev), P&D is requested to nominate a member in the CSC (Consultant Selection Committee) as representative of P&D under rule-67.
3. PS to Secretary Finance Department, Govt. of Sindh.
4. P.S to Secretary, Culture, Tourism & Antiquities Department Govt. of Sindh, Karachi.
5. Office Order

  
**(ASHRAF HUSSAIN ANSARI)**  
Section Officer (General)  
For Secretary to Govt. of Sindh



GOVERNMENT OF SINDH  
CULTURE, TOURISM &  
ANTIQUITIES DEPARTMENT

NOTIFICATION

NO: SO(G)/CT&AD/STDC/2017/ : With the approval of Competent Authority Culture, Tourism & Antiquities Department, Government of Sindh, under Rule-31(1) (2 )(a)(b) & (c) of Sindh Public Procurement Rules 2010 (Amended 2013); a Redressal Committee is hereby constituted to redress the complaints of firms/bidders during the selection proceedings of Lab-e-Mehran Tourism Project in Sukkur.

The members of committee are as follows:

1. Secretary,  
Culture Tourism & Antiquities Department,  
Government of Sindh **Chairman**
2. Representative of the Accountant General Sindh **Member**
3. Independent Professional from relevant field, to be  
nominated by Secretary, Culture Tourism &  
Antiquities Department **Member**

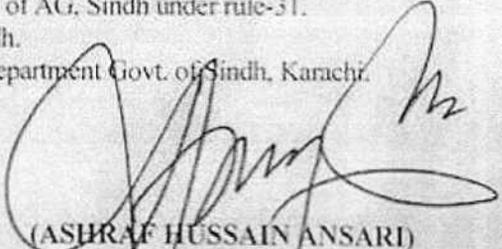
GHULAM AKBAR LAGHARI  
Secretary to Government of Sindh

NO: SO(G)/CT&AD/2017/ 797

28/7  
Karachi dated: July, 2017

*A copy is forwarded for information to:*

1. Accountant General, Sindh. AG Sindh is requested to nominate a member in the CRC (Complaint Redressal Committee) as representative of AG, Sindh under rule-31.
2. PS to Secretary Finance Department, Govt. of Sindh.
3. P.S to Secretary, Culture Tourism & Antiquities Department Govt. of Sindh, Karachi.
4. Office Order

  
(ASHRAF HUSSAIN ANSARI)  
Section Officer (General)  
For Secretary to Govt. of Sindh

# **REQUEST FOR PROPOSAL**

Hiring Consultant for Feasibility Study & Transaction Advisory Services

## **INSTRUCTIONS TO CONSULTANTS**



**CULTURE TOURISM & ANTIQUITIES DEPARTMENT**

**LAB-E-MEHRAN TOURISM PROJECT**

## IMPORTANT NOTICE

This Request for Proposal is provided to the Bidders solely for use in preparing and submitting Bids in connection with the competitive bidding process to undertake feasibility study & provide transaction advisory services. This Request for Proposal is being issued by the Culture, Tourism and Antiquities Department, Government of Sindh solely for use by Consultants in considering the Project. *Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this Request for Proposal.*

The evaluation criteria were determined by Culture, Tourism and Antiquities Department, Government of Sindh. Neither any of these entities, nor their employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in any other document made available to a person in connection with the tender process for the Project and the same shall have no liability for this Request for Proposal or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither any of these entities, nor their employees, personnel, agents, consultants, advisors and contractors etc. will be liable to reimburse or compensate the recipient for any costs fees, damages or expenses incurred by the recipient in evaluating or acting upon this Request for Proposal or otherwise in connection with the Project as contemplated herein.

The Bids submitted in response to the Request for Proposal by any of the Bidders shall be upon the full understanding and agreement of any and all terms of the Request for Proposal and such submission shall be deemed as an acceptance to all the terms and conditions stated in the Request for Proposal. Any Bids in response to the Request for Proposal submitted by any of the Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of the Request for Proposal and has independently verified all the information received (whether written or oral) from the Government of Sindh (including from its employees, personnel, agents, consultants, advisors and contractors etc.).

This Request for Proposal does not constitute a solicitation for transaction advisory, or otherwise participate, in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the Government that the Project will be awarded. The Culture, Tourism and Antiquities Department, Government of Sindh reserves its right, in its full discretion, to modify the Request for Proposal and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

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## 1. INVITATION LETTER

Dear Sir/Madam,

### **Sub: Feasibility Study and Transaction Advisory Services, Lab-e-Mehran Tourism Project**

The *Culture, Tourism and Antiquities Department*, Government of Sindh (the “**Procuring Agency**”), invites “Technical and Financial proposals” for Feasibility Study and Transaction Advisory Services to implement the Lab-e-Mehran Tourism Project under Public Private Partnership mode (the **Assignment**), from prospective firms/consortiums.

2. The Lab-e-Mehran Tourism Project will encompass the development of large stretch of riverfront with an aim of turning it into a preferred tourist spot by providing various services like entertainment, recreation and amusement facilities. The project will mainly comprise of parks, jogging tracks, walkways, promenades, permanent open recreation areas, huts and restaurants. The project will not only beautify Sukkur City but will also provide cleaner and healthy environment to its people and nearby towns. The project also includes development of recreational activities for children including Play Areas (open and covered), boating, ferry service and development of a viewpoint for blind Dolphins in Indus River. A detailed description of the assignment and its objectives are given in the enclosed Terms of Reference (TORs).

3. Consultants are encouraged to acquaint fully with the Assignment and local conditions before submitting their proposals, by sending written queries to the Procuring Agency, if any. Please note that no cost of any such visit or queries is reimbursable.

4. A firm/consortium will be selected under Quality and Cost Based Selection (QCBS) method described in this RFP, in accordance with the Sindh Public Procurement Rules, 2010 (amended in 2017). The participants are therefore advised to carefully go through these statutes to understand nature of their possible relationship with the client and the rules governing this relationship.

5. The RFP includes the following documents:

- Section 1: Letter of Invitation
- Section 2: Instructions to Consultants (including Data Sheet)
- Section 3: Technical Proposal - Standard Forms
- Section 4: Financial Proposal - Standard Forms
- Section 5: Terms of Reference
- Section 6: Evaluation Criteria and Scoring System
- Section 7: Integrity Pact
- Section 8: Affidavit
- Appendix-A: Draft Consultancy Services Contract

Yours sincerely,

Culture, Tourism & Antiquities Department  
Government of Sindh

## 2. INSTRUCTIONS TO CONSULTANTS

### 2.1 Definition

All capitalized terms not defined herein shall have the meaning set forth in the Consultancy Services Contract.

<b>Bid(s)</b>	Any and all proposals and bids submitted by the Consultants as a response to this RFP that are prepared and submitted in accordance with this RFP and are in compliance of the same.
<b>Bid Price</b>	The consultancy fee for the transaction advisory services quoted by the Consultant in its Financial Bid
<b>Bid Security</b>	The security deposit that a Consultant must provide, <b>in the form of a pay order</b> issued by a scheduled commercial bank operating in Pakistan acceptable to the Procuring Agency.
<b>Consortium</b>	means an association of not more than five(5) members.
<b>Contract</b>	means consultancy services contract to be executed between selected Consultant and Procuring Agency.
<b>Consultant</b>	means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies and non-governmental organizations.
<b>Consultant Selection Committee</b>	The Consultant Selection Committee notified by the Procuring Agency pursuant to SPPRA rules to undertake procurement process to hire Consultants for the Project.
<b>Data Sheet</b>	means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
<b>Day</b>	means calendar day including holiday.
<b>Financial Close</b>	means the stage where all loan agreements are executed with the lenders and equity is arranged by the special purpose vehicle / company (SPV) of the private party (successful bidder for implementation of the project). The complete funding required to implement the project is arranged at financial close with fully satisfaction of conditions of a financing agreement for loan disbursement.
<b>Government</b>	means the Government of Sindh.
<b>Instructions to</b>	(Section 2 of the RFP) means the document which provides Consultants

<b>Consultants</b>	with all information needed to prepare their Proposals.
<b>Key Professional Staff</b>	means the professionals assigned by the Consultant to undertake assignment as listed under Evaluation Criteria and Scoring System given in Section 6-B (2).
<b>LOI</b>	(Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
<b>Performance Security</b>	The security deposit that a Consultant must provide, <b>in the form of a pay order</b> issued by a scheduled commercial bank operating in Pakistan acceptable to the GoS.
<b>Consultant</b>	A Prospective Consultant whose EOI Application is determined by the Consultant Selection Committee to be substantively responsive and as meeting the EOI Criteria pursuant to the EOI Document.
<b>Procuring Agency</b>	means the Culture, Tourism and Antiquities Department with which the selected Consultant signs the Contract for the Assignment.
<b>Project</b>	means Lab-e-Mehran Tourism Project Sukkur
<b>Proposal</b>	means the Technical Proposal and the Financial Proposal.
<b>Proposal Deadline</b>	The deadline for the Consultants to submit their Proposal as given in the Data Sheet
<b>Request for Proposal / RFP</b>	means the Request for Proposal prepared by the Procuring Agency for the selection of Consultants.
<b>SPPRA</b>	Sindh Public Procurement Regulatory Authority
<b>Terms of Reference</b>	(TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.
<b>Transaction Advisory</b>	means the services including devising a project structure, bidding documents preparation or assistance for the same, assist the line department during the bidding process for hiring of contractor and/or related facilitation.

## 2.2 Introduction

- 2.2.1 The Procuring Agency named in the Data Sheet will select a Consultant in accordance with the method of selection specified in the Data Sheet.
- 2.2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.2.3 The Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. The Consultants may liaise with Procuring Agency's representative named in the Data Sheet for gaining better insight into the assignment.

- 2.2.4 The Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants in line with Sindh Public Procurement Rules, 2010(amended in 2017).
- 2.2.5 While submitting the Technical Proposal, the composition of the proposed team and task assignment to individual personnel shall be clearly stated.
- 2.2.6 If a Consultant is qualified/selected on the strength of experience of a foreign company, requisite Key Professional Staff from that foreign company shall be fielded along with other Consortium members.
- 2.2.7 In case a firm is proposing Key Professional Staff from educational/research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with the CV of such person.

### 2.3 Timetable

The estimated timetable for the bidding process is as follows

Activity	Target Date
Issuance of RFP	02 October 2017
Clarifications / Comments Request Deadline	10 October 2017
Pre-Bid Conference	11 October 2017
Response to Questions Document Issuance	13 October 2017
Bids Submission Deadline	31 October 2017
Technical Bids Opening	31 October 2017
Financial Bid Opening	03 November 2017
Announcement of Preferred Bidder	03 November 2017
Letter of Award	10 November 2017
Execution of Consultancy Services Agreement	17 November 2017

### 2.4 Conflict of Interest

- 2.4.1 The Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. The Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its contract.
- 2.4.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- i. A Consultant that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
- ii. A Consultant (including its Consortium members) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.
- iii. A Consultant (including its Consortium members) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved.

## **2.5 Conflicting Relationships**

Government officials and civil servants may be hired as Consultants only if:

- i. They are on leave of absence without pay;
- ii. They are not being hired by the agency they were working for, six months prior to going on leave; and
- iii. Their employment would not give rise to any conflict of interest.

## **2.6 Fraud and Corruption**

2.6.1 It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 which defines:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of SPPR2010, "The Procuring Agency can inter-alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA, provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

## **2.7 Integrity Pact**

Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million (Section 7).

## **2.8 Only one Proposal**

Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Consultant, including individual experts, to more than one proposal is not allowed.

## **2.9 Proposal Validity**

- i. The Data Sheet indicates Proposals validity period. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- ii. The Consultants shall submit required Bid Security, along with financial proposal defined in the data sheet. Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired. The Consultant shall provide the Bid Security in accordance with the Sindh Public Procurement Rules, 2010 acceptable to the Client. The Bid shall be summarily rejected if it is not accompanied with the Bid Security.

## **2.10 Clarification and Amendment in RFP Documents**

- i. The Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of Proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so.
- ii. At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants (or uploaded on procuring agency website) and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

## **2.11 Preparation of Proposals**

- i. In preparing their Proposal, the Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.
- ii. Your proposal shall be prepared in two separate parts, each to be contained in a separate cover as follows:

Cover 1: Technical Proposal

Cover 2: Financial Proposal

## **2.12 Language**

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

## **2.13 Technical Proposal Format and Content**

While preparing the Technical Proposal, the Consultants must give particular attention to the following:

- i. It is desirable that majority of the Key Professional Staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- ii. The proposed Key Professional Staff must, at a minimum, have the experience indicated in the Evaluation Criteria as given in Section 6, preferably working under similar geographical condition.
- iii. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- i. A brief description of the Consultant organization and an outline of recent experience on assignments (Form Tech-2) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Procuring Agency (Form Tech-3).
- iii. A detailed description of the proposed methodology, work plan for performing the assignment, staffing (Form Tech-4).
- iv. The list of the proposed Key Professional Staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Form Tech-5).
- v. CVs recently signed by the proposed Key Professional Staff and the authorized representative submitting the proposal (Form Tech-6). Key information should include number of years of relevant experience and degree of responsibility held in various assignments.
- vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Form Tech-7 and Form Tech-8).
- vii. Any additional information requested in the Data Sheet.

The Technical Proposal shall not include any financial information.

#### **2.14 Financial Proposals**

The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

#### **2.15 Taxes**

The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of Contract agreement unless exempted by relevant tax authority.

## **2.16 Submission, Receipt, and Opening of Proposals**

- 2.16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant).
- 2.16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 2.16.3 The Technical Proposal shall be submitted, in triplicate (one original and two copies). Each Technical Proposal shall be in a separate sealed envelope indicating the proposal as original or copy clearly marked as "ORIGINAL" and "COPY", as appropriate. The Technical Proposal shall be placed in a sealed envelope clearly marked as "**TECHNICAL PROPOSAL**" and the Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**". The two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked: "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE CONSULTANT SELECTION COMMITTEE**". Any Consultant who submits or participates in more than one Bid will be disqualified.
- 2.16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or Procuring Agency's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

## **2.17 Bid Security**

- 2.17.1 A Bid submitted by each Consultant must be accompanied by a Bid Security in an amount equal to one (1%) percent of the bid price, in Pakistani Rupees, which shall remain valid for a period of at least ninety (90) days plus twenty eight (28) days beyond the original bid validity period making it a total of one hundred and eighteen (118) days from the Proposal Deadline. The Bid Security must be in a form and substance as attached hereto as Appendix A.
- 2.17.2 The Bid Security submitted by the unsuccessful Consultants shall be released to the unsuccessful Consultants upon signing of the Consultancy Services Contract.
- 2.17.3 Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than that required in accordance with SPPRA rules or other than in the required form by this RFP shall be, in each case, rejected by the GoS as non-responsive. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained.
- 2.17.4 The Bid Security (or the Performance Security as the case may be) may be encashed by the GoS in the following circumstances:
- a. In the case of a successful Consultant, if it fails within the specified times to:
- comply with the instructions laid down in the Letter of Acceptance within the time period stipulated therein;
  - furnish the necessary Performance Security when required;

- sign the Consultancy Services Contract;
  - achieve all the conditions precedents agreed in the signed Consultancy Services Contract.
- b. In case the Bid Security expires prior to the date falling ninety (90) days plus twenty eight (28) days beyond the original bid validity period making it a total of one hundred and eighteen (118) days from the Proposal Deadline;
- c. In case of an occurrence of Consultant's event of default in terms of the Consultancy Services Contract; and / or
- d. Consultant withdraws its Bid during the Bid Validity Period;

## **2.18 Basic Eligibility Criteria**

- 2.18.1 Registration with Sindh Revenue Board and/or relevant tax authority (In case of Consortium, every consortium member firm should provide).
- 2.18.2 Registration with Pakistan Engineering Council (PEC) (In case of Consortium, the PEC registration of civil engineering consulting firm/member of consortium).
- 2.18.3 The Consultant is not black listed by any Procuring Agency / GoS. A fresh affidavit from Consultant shall be signed and submitted with technical proposal (In case of consortium, every Consortium member firm should provide) **(section 8)**
- 2.18.4 For a consortium to be eligible for bidding, every consortium member firm should place at least one (1) Key Professional Staff and at least two (2) Key Professional Staff of Lead member firm of Consortium.
- 2.18.5 In case of Consortium, the Consortium Agreement shall be submitted pursuant to clause 2.27.
- 2.18.6 The relevant experience of lead Consortium member and other Consortium member firms is mandatory. The experience of every Consortium member firm shall be provided as given in Form-TECH 2 (B) along with supporting documentation in any form, for each listed experience on Form Tech-2 (B). The marking/scoring will not be restricted to evidence of experience mentioned under Form Tech-2 (B). The Procuring Agency reserves the right to verify any experience mentioned under Form Tech-2 (B).

## **2.19 Proposal Evaluation**

- 2.19.1 The evaluation committee shall first check the basic eligibility criteria pursuant to section 2.18 in Technical Proposal of all bids received. Any technical proposal which do not meet basic eligibility criteria shall not be evaluated further for technical score. Such bid will stand non-compliant and rejected.
- 2.19.2 From the time the Proposals are opened to the time the contract is awarded, the Consultants should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the

rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

- 2.19.3 A QCBS will be adopted in evaluating the proposal. In the first stage a technical evaluation will be carried out. Only those Technical proposals, which score at least 75 points out of 100, shall be considered for financial evaluation in the second stage. The evaluation of the technical and financial bids shall be held under the Quality and Cost Based Selection (QCBS) method. The Evaluation criteria under QCBS are at Section 6A.

## **2.20 Evaluation of Technical Proposals**

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Section 6A.

After the technical evaluation is completed, the Procuring Agency shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. Financial proposals of those Consultant(s) who failed to secure minimum qualifying marks shall be returned un-opened.

## **2.21 Evaluation of Financial Proposals**

- 2.21.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

- 2.21.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

## **2.22 Negotiations**

Negotiations will be held at the date and address to be communicated by the Procuring Agency. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Key Professional Staff. Failure in satisfying such requirements may result in the Procuring Agency proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a contract.

## **2.23 Technical Negotiations**

Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Agency and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as part of the Scope of Work. Minutes of negotiations, which will be signed by the Procuring Agency and the Consultant, will become part of Contract agreement.

#### **2.24 Availability of Key Professional Staff**

The consultant must submit CV for each required Key Professional Staff. Moreover the Key Professional Staff team will be made an integral part of the consultancy services contract. Before contract negotiations, the Procuring Agency will require assurances that the Key Professional Staff will be actually available. The Procuring Agency will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Key Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

#### **2.25 Award of Contract**

2.25.1 After completing negotiations, the Procuring Agency shall award the contract to the selected Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the SPPRA and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

2.25.2 After publishing of award of contract Consultant required to submit a Performance Security at the rate indicated in date sheet.

#### **2.26 Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

#### **2.27 Consortium Agreement**

2.27.1 In case of Consortium of firms, the proposal shall be accompanied by a certified true copy of the **Consortium Agreement**. The Consortium Agreement as applicable shall confirm the following therein:

- i. Date and place of signing;
- ii. Purpose of Consortium (must include the details of contract works for which the consortium has been invited to bid) ;
- iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment;
- iv. Delineation of duties, responsibilities and scope of work to be undertaken by each along with resources committed by each partner/member of the Consortium for the proposed services;
- v. An undertaking that the firms are severally liable to the Client for the performance of the services;
- vi. Duties, responsibilities and powers of the lead firm;
- vii. The authorized representative of the Consortium.

2.27.2 In case of Consortium, it is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the consortium. For a consortium to be eligible for bidding, the experience of lead partner and other partner should be indicated.

- 2.27.3 Any alternative proposal, such as one by a firm in sole capacity and another in Consortium with another firm or as a part of 2 or more consortiums, for the assignment will be summarily rejected. In such an event, all the proposals submitted by such firm and its Consortium or associate shall be rejected.
- 2.27.4 The proposal of a firm is liable to be rejected if the firm makes any false or misleading statement in the proposal(s) without prejudice to the rights of the Client to initiate further proceedings against the said firm(s).
- 2.27.5 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.

2.28 **Schedule of Deliverables**

	<b>Phase-1: Feasibility</b>	<b>Timeline</b> <i>(from signing of Consultancy Contract)</i>	<b>Payment</b>
1	Inception Report	1 Week	-
2	Engineering Feasibility <i>(shall cover 5.3.1.2 of ToR)</i>	1 Month	10%
3	Tourism Feasibility Report <i>(shall cover 5.3.1.3 of ToR)</i>	1 Month	15%
4	Financial Viability Assessment Report <i>(shall cover 5.3.1.4 of ToR)</i>	2 Months	10%
5	PPP Options Analysis Report <i>(shall cover 5.3.1.5 of ToR)</i>		05%
6	Legal Viability Assessment Report <i>(shall cover 5.3.1.6 of ToR)</i>		10%

*\*The timeline is from signing of Consultancy Services Agreement for each deliverable*

	<b>Phase-2: Transaction Advisory</b>	<b>Timeline</b> <i>(from signing of Consultancy Contract)</i>	<b>Payment</b>
7	Marketing & Submission of Procurement Package <i>(shall cover 5.3.2.1 &amp; 5.3.2.2 of ToR)</i>	3 Months	10%
8	Issuance of Bid Documents to the Bidders <i>(shall cover 5.3.2.3 of ToR)</i>	3.5 Months	05%
9	Submission of Bid Evaluation Report <i>(shall cover 5.3.2.4 of ToR)</i>	6.5 Months	05%
10	Issuance of Letter of Award/Acceptance <i>(shall cover 5.3.2.5 of ToR)</i>	7 Months	05%

*\*The timeline is from signing of Consultancy Services Agreement for each deliverable*

	<b>Phase-3: Transaction Negotiation and Financial Closure</b>	<b>Timeline</b> <i>(from signing of Consultancy Contract)</i>	<b>Payment</b>
11	Transaction negotiation and Signing of Concession Agreement <i>(shall cover 5.3.3.2 of ToR)</i>	8 months	15%
12	Financial Close <i>(shall cover 5.3.3.3 of ToR)</i>	10 months	10%

*\*The timeline is from signing of Consultancy Services Agreement for each deliverable*

### DATA SHEET

The following specific data shall supplement the provisions in the Document.

1	<b>Project Name</b>	<b>Lab-e-Mehran Tourism Project</b>
2	<b>Address and Contact Person of Procuring Agency</b>	<b>Director General Antiquities &amp; Archaeology Culture, Tourism &amp; Antiquities Department Government of Sindh</b>  Tel: +92-21-992 12126
3	<b>Address and Contact Person of PPP Unit</b>	<b>Mr. Yasir Mumtaz Khokhar</b> <b>Director, PPP Unit, Sindh Secretariat</b> Government of Sindh, 7th Floor, A.K. Lodhi Block (Building No. 6), Kamal Atta-Turk Road, Sindh Secretariat, Karachi, Pakistan. Tel: +92-21-9922 2186 Email: <a href="mailto:yasirmumtaz.k@gmail.com">yasirmumtaz.k@gmail.com</a>
4	<b>Address for Submission of Bids</b>	<b>Director General Antiquities &amp; Archaeology Culture, Tourism &amp; Antiquities Department</b> Address: National Museum Building, Opposite Sindh Secretariat Karachi, Pakistan.
5	<b>Pre-Bid Meeting</b>	11:00 A.M, 11 October, 2017  Committee Room National Museum of Pakistan Director General Antiquities & Archaeology Culture, Tourism & Antiquities Department, Karachi
6	<b>Submission Deadline date and time</b>	02:00 P.M. Pakistan time on 31 October, 2017
7	<b>Bid Opening</b>	02:30 P.M. Pakistan time on 31 October, 2017
8	<b>Envelops</b>	“ORIGINAL PROPOSAL”  DOCUMENTS IN TECHNICAL PROPOSAL or FINANCIAL PROPOSAL as appropriate; and,  DO NOT OPEN, EXCEPT IN PRESENCE OF THE CONSULTANT SELECTION COMMITTEE on outer envelope.
9	<b>Language of Bid and correspondence</b>	English
10	<b>Proposal Validity</b>	90 days from the closing date of submission of

		proposal.
11	<b>Evaluation Criteria</b>	Minimum 75 points for technical proposal qualification. Refer Section 6A
12	<b>Scoring System</b>	Refer Section 6B
13	<b>Method of Selection</b>	Quality & Cost Based Selection (QCBS) Method
14	<b>Bid Security</b>	The Consultant shall deposit a bid security <b><u>in original Financial Proposal</u></b> of an amount equivalent to 1% (one per cent) of the bid price in the form of Pay Order favoring "Culture, Tourism & Antiquities Department", which shall remain valid for a period of 28 days beyond the Proposal validity period for bids, in order to provide the Procuring Agency reasonable time to act, if the security is to be called;
15	<b>Performance Security</b>	5% in the form of Pay Order
16	<b>Contract Stamping</b>	Duly stamped @ 0.35% of bid price by successful bidder at its own cost
17	<b>Tax Liability</b>	Government of Sindh will deduct applicable taxes.

### **3. TECHNICAL PROPOSAL – STANDARD FORMS**

*[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]*

Form TECH-1. Technical Proposal Submission Form

Form TECH-2. Consultant's Organization and Experience  
A – Consultant's Organization  
B – Consultant's Experience

Form TECH-3. Comments and Suggestions on the Terms of Reference

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

Form TECH-5. Team Composition and Task Assignment

Form TECH-6. Curriculum Vitae (CV) for proposed Key Professional Staff

Form TECH-7. Staffing Schedule

Form TECH-8. Work Schedule

**FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM**

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[Location, Date]

To:  
Focal Person,  
Culture, Tourism & Antiquities Department  
Government of Sindh

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,  
Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

*A – Consultant's Organization*

*[Provide here a brief (two pages) description of the background and organization of your firm/entity and each Consortium member for this assignment.]*

**B – Consultant’s Experience**

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]*

Assignment Name:	Country:	
Location within Country :	Professional Staff Provided by your firm	
Name of Client :	No. of Staff deployed by the Consultant for the assignment:	
<b>Authorized Representative: (Name &amp; Designation)</b>		
<b>Telephone:</b>		
<b>Email:</b>		
Address :	No. of Staff Months :	
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services : (in current PKR) :
Name of Association Firm(s) if any :	No. of Months of Professional Staff provided by Associated Firm(s)	
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project :		
Description of actual services provided by your staff within the assignment:		

Firm's Name: \_\_\_\_\_

*On the Terms of Reference (TORs)*

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

1.

2.

3.

4.

5.

..

..

*Understanding of the Assignment*

**FORM TECH-4. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN  
FOR PERFORMING THE ASSIGNMENT**

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The approach and methodology will be detailed precisely under the following topics.

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:*

- 1) **Technical Approach and Methodology.** *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*
- 2) **Work Plan.** *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form-VIII.*
- 3) **Organization and Staffing.** *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

**FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENT**

---

<b>I. Key Professional Staff</b>					
S. No	Name	Firm	Area of expertise	Position	Task Assignment
1					
2					
3					
4					
..					
...					

**FORM TECH-6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF**

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_

2. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_

3. **Name of Staff** [*insert full name*]: \_\_\_\_\_

4. **Date of Birth**: \_\_\_\_\_

5. **Nationality**: \_\_\_\_\_

6. **Educational Qualification**: [*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained*]: \_\_\_\_\_

7. **Membership of Professional Societies**: \_\_\_\_\_

8. **Other Training** [*indicate significant training since degrees under 6 – Education were obtained*]: \_\_\_\_\_

9. **Countries of Work Experience**: [*list countries where staff has worked*]: \_\_\_\_\_

10. **Languages** [*for each language indicate proficiency: good, fair, or poor in speaking, reading and writing*]: \_\_\_\_\_

**11. Employment Record:**

[*Starting with present position, list in reversed order, every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held*]:

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Position held: \_\_\_\_\_

12. **Detailed Tasks Assigned** [*List all tasks to be performed under this assignment*]:

**13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12*]:

Name of assignment or project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Line Department: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

**14. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualification and my experience. I understand that any willful misstatement

described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

**FORM TECH-7. STAFFING SCHEDULE**

**Months (in the Form of Bar Chart)**

S. No.	Name	Position	Report Due/ Activities	Months												Number of Months
1																Sub Total (1)
2																Sub Total (2)
3																Sub Total (3)
4																Sub Total (4)
...																
....																

Part Time :



#### 4. FINANCIAL PROPOSAL – STANDARD FORMS

*[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Section 2. Such Forms are to be used as per the selection method.

Form FIN-1. Financial Proposal Submission Form  
Form FIN-2. Summary of Costs

**FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To:  
Focal Person,  
Culture, Tourism & Antiquities Department  
Government of Sindh

**Subject: Technical & Financial Feasibility study and Transaction Advisory Services for Lab-e-Mehran Tourism Project**

Dear Sirs:

We, the undersigned, offer to provide the transaction advisory services for **Lab-e-Mehran Tourism Project** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>].

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

Yours faithfully,

Authorized Signature [*In full and initials*] \_\_\_\_\_  
Name and Title of Signatory \_\_\_\_\_  
Name of Firm \_\_\_\_\_  
Address \_\_\_\_\_

[The Financial Proposal is to be filled strictly as per the format given in RFP.]

<sup>1</sup> Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

**FORM FIN-2 SUMMARY OF COSTS (in Local Currency PKR)**

Description		Amount (in Rs)
<b>Phase I: <u>Feasibility</u></b>		<b>50%</b>
Inception Report	--	
Engineering Feasibility	10%	
Tourism Feasibility Report	15%	
Financial Viability Assessment Report	10%	
PPP Options Analysis Report	05%	
Legal Viability Report	10%	
		<b>25%</b>
<b>Phase II: <u>Transaction Advisory</u></b>		
Marketing & Submission of Procurement Package	10%	
Issuance of bid documents to Bidders	05%	
Submission of Bid Evaluation Report	05%	
Issuance of Letter of Award/Acceptance	05%	
		<b>25%</b>
<b>Phase III: <u>Transaction Negotiation &amp; Financial Close</u></b>		
Transaction negotiation and signing of Concession	15%	
Financial Close	10%	
<b>Total Costs inclusive of Taxes</b>		

\*\* Total Costs net of taxes shall be considered for financial evaluation

Note: No escalation shall be payable during the services

## 5. TERMS OF REFERENCE

### 5.1 Project Background

- 5.1.1 The Culture, Tourism & Antiquities Department, Government of Sindh has conceived Lab-e-Mehran Tourism Project under public private partnership (PPP) mode. The Lab-e-Mehran Tourism Project will encompass the development of large stretch of riverfront (Sukkur City Side) with an aim of turning it into a preferred tourist spot by providing various services like entertainment, recreation and amusement facilities.
- 5.1.2 The project will mainly comprise of parks, jogging tracks, walkways, promenades, permanent open recreation areas, huts and restaurants. The project will not only beautify Sukkur City but will also provide cleaner and healthy environment to its people and nearby towns.
- 5.1.3 The project also includes development of recreational activities for children including Play Areas (open and covered), boating, ferry service and development of a viewpoint for blind dolphins in Indus River. The Consultants shall also propose/identify any such activity, related to the project, which could add more value to the project. Further details are provided below.

### 5.2 Project Location

The location of Lab-e-Mehran Tourism project is spread across three locations

#### Location No.1

Existing Lab-e-Mehran Park on the main Lab-e-Mehran Road Sukkur



#### Location No.2

Proposed Lab-e-Mehran Park (Within River Indus) near the existing Lab-e-Mehran Park



### Location No. 3

Proposed River Front facing area on the main Lab-e-Mehran Road, Sukkur



## 5.3 The Assignment

- 5.3.1 The transaction advisor (successful bidder) shall be required to conduct Feasibility study and Transaction Advisory for **Lab-e-Mehran Tourism Project**.
- 5.3.2 The scope of work has been broadly categorized into three phases. However, the Government reserves the right to end the Transaction Advisory Services for this assignment at the end of any

of the phases if it is satisfied that proceeding further will not help achieve the Government objectives.

#### **5.4 Terms of Reference**

At any stage during any phase given below, the Legal Counsel, technical member(s) and financial member of the Consortium of the Consultant shall furnish legal, technical and financial opinion respectively as and when required by the Procuring Agency on any matter / document / agreement with regards to the Project. The internal co-ordination of the advisory Consortium of Consultants is sole responsibility of the Lead Consortium member.

5.4.1 **PHASE 1: FEASIBILITY** shall include but not limited to the following components:

##### **5.4.1.1 Inception Report**

##### **5.4.1.2 Engineering Survey & Design**

- a) Detailed area reconnaissance along with the satellite picture study of project locations.
- b) Detailed Topographic survey within existing or specified Project site and propose any re-alignment (for geometric improvement) identified during the field reconnaissance.
- c) Carryout the soil investigation survey to determine subsoil condition, load carrying capacity, strength evaluation, plantation, fertilization, rehabilitation methodologies and other required soil tests.
- d) Perform condition survey of existing structures (bridges/overheads, culverts, drains, retaining walls, parks, monuments, roads / streets, walkways, sewerage & water-supply networks or any structures etc).
- e) Inception of project design in terms of Typical Cross Section, Typical Culverts, Typical Bridges / over-heads, Typical and Schematic Designs of Project allied facilities like main gates, Mini Ticketing Booths, Rest Areas, children parks / play areas, boating points, tram facility / tracks, fishing points, water sport areas, hotels, floating restaurants, fun lands, irrigation/water-supply/sewerage networks, boundary wall & watch towers. Design of town areas including drainage, bus stops, parking areas, service roads (if space is available), walkways, overhead pedestrian crossings (if feasible).
- f) Perform drainage studies also taking into consideration canal / river flow patterns during peak flood and recession period for design of cross drainage and protection works.
- g) Geometric design as per the geometric design criteria for roads given in the AASHTO Standards. Also carry out Preliminary Design of pavement, walkways, retaining / protection works, design of erosion protection works and water-supply/ sewerage / irrigation & drainage works.
- h) Preliminary Design of the pavement and other minor structures and intersections (at-grade or grade separated).
- i) Prepare Preliminary drawings, Master Plan and state of art designing of the proposed project.
- j) Preparation of Indicative land acquisition for right of way and utility/ infrastructures folders which includes identification of all the utilities encountered along/in the project site.
- k) Preparation of cost estimates for all items of Master Plan including but not limited to road works, structures, protection and erosion works, building / facilities, Rest Areas, parks, boating points, tram facility / tracks, floating restaurants, mini ticketing booths,

boundary walls & watch towers, and any other facilities for operation and maintenance and ancillary works based on typical design, Reconnaissance Survey and Topographic Survey.

- 1) Carryout Initial Environmental Examination (IEE) Report of the Project.

The general design parameters are as under:

a. **For Material Testing**

- ASTM – American Society for Testing and Materials
- AASHTO- American Association of State Highway and Transportation Officials.

b. **For Structures**

- AASHTO LRFD (Latest Edition) American Association of State Highway and Transportation Officials.

c. **Loading**

- West Pakistan Code of Practice for Highway Bridges 1967.

d. **Seismic Design**

- AASHTO analysis and design with latest Seismic zoning map for Pakistan as per revised current GoP Seismic parameters.
- Other design criteria not specified herein shall be approved by the Transaction Advisor/GoS before being adopted for the design.

#### 5.4.1.3 Tourism Feasibility

- a) The Consultant shall review and analyze the existing and future potential for tourism related activity in the Sukkur city and nearby areas, develop conceptual framework and integrate the collected information with the proposed project.
- b) The Consultant shall also consider the nearby tourist attractions, existing and to-be-developed and provide a framework for their connectivity with the project which can benefit or add value to the project.
- c) Prepare the comprehensive concept plan for the proposed Project in accordance with the total available area at project location.
- d) The consultant shall identify all possible tourism, entertainment, recreation related activities for the Project including but not limited to Parks, jogging tracks, walkways, promenades, permanent open green areas, huts and restaurants, streets fairs vendors permanent and temporary installations, parking, restrooms.
- e) The Consultant shall propose best solutions/ideas for developing the tourist related activities for the project that are safe, healthy, educational, culturally acceptable, sustainable and also in demand by the local populace.
- f) The consultants shall also identify/propose the basic amenities required for facilitation of tourists.

- g) Give detailed plan of implementation strategy.
- h) Perform surveys and studies along with the survey for the willingness to pay from visitors.

#### 5.4.1.4 Financial Viability Assessment

- a) Develop financial model of the Project covering the projected revenues, construction/development and Operations & Maintenance cost estimates over the life of the Project;
- b) Prepare cost estimates for allied facilities and ancillary works based on the schematic designs;

#### 5.4.1.5 PPP Options Analysis

- a) Prepare a viable transaction structure for implementation of the Project;
- b) Value for Money (VfM) analysis based on public sector comparator model;
- c) Identify possible PPP options and their impact on the financial and commercial viability, financial model and transaction structuring;
- d) Identify possible Government support may be required by developer, both financial and other
- e) Identify the project risks and develop risk matrix.

*Note: The Transaction Advisor would be responsible to undertake all related surveys needed for preparation of feasibility study report.*

#### 5.4.1.6 Legal Viability Assessment

- a) What laws, rules, regulations will be involved in the project implementation?
- b) What kind of District, Provincial and Federal approvals are required for establishing the project?
- c) Prepare draft bill, rules and regulations for the project, if required.

5.4.2 **PHASE 2: Bid Management** shall include but not limited to the following components:

##### 5.4.2.1 Marketing

- a) Develop a marketing and communication strategy for sensitizing potential investors and other project stakeholders with the project;
- b) Sensitize potential investors, operators and financiers for the project and seek their feedback for incorporation in the project structure;
- c) Seek investor interest and feedback on project prior to launch of official solicitation;

#### 5.4.2.2 Procurement Package

- a) Prepare Notice for **Pre-qualifications**, pre-qualification criteria, pre-qualification document, request for proposal (the **RFP**) documents, concession agreements and project information memorandum for bidders;

Presentation of feasibility study outcomes and proposed project structure to the PPP Policy Board for necessary approvals.

#### 5.4.2.3 Issuance of Bid Documents

- a) Presentation of project bidding documents to the technical & financial evaluation committee (TFEC) for necessary approvals.
- b) Issuance of bidding documents including EOI, pre-qualification document, RFP, draft concession agreement and project information memorandum to bidders pursuant to SPPRA rules.

#### 5.4.2.4 Submission of Bid Evaluation Report

- a) Assist the Procuring Agency to invite proposals from the pre-qualified bidders and handle queries, if any received in response to the RFP, of the pre-qualified bidders by attending pre-bid meeting(s).
- b) Assist the Procuring Agency to evaluate the bids including technical and financial proposals.
- c) Presentation of bid evaluation outcomes to the technical & financial evaluation committee (TFEC) for necessary approvals.
- d) Assist the Procuring Agency in preparation of Bid Evaluation Report.

#### 5.4.2.5 Issuance of Letter of award/acceptance

- a) Presentation of project procurement outcomes and project structure to the PPP Policy Board for necessary approvals.
- b) Assist the Procuring Agency in issuance of Letter of award/acceptance to preferred bidder.

5.4.3 **PHASE 3: Transaction Negotiation and Financial Closure** shall include but be not limited to the following:

#### 5.4.3.1 Transaction Negotiation and Execution

- a) Assist in final negotiation with preferred party;
- b) Presentation of project structure to the TFEC / PPP Policy Board for necessary approvals.
- c) Assist in execution of the PPP agreement between GOS, Special Purpose Vehicle/Company (SPV) and the successful bidder;

#### 5.4.3.2 Financial Closure

- a) Assist the GoS by achieving financial close.

## **6. EVALUATION CRITERIA AND SCORING SYSTEM**

### *A – Evaluation Criteria*

The evaluation of the technical and financial bids shall be held under the Quality and Cost Based Selection (QCBS). The total score of the technical and financial evaluation shall be 100, out of which 80% weight-age shall be for the technical and remaining 20% weight age shall be for the financial.

#### **1. Evaluation of Technical Proposals**

- 1.1 The Technical Proposal will be evaluated on the basis of Consultants' relevant experience, its understanding of assignment, proposed methodology, financial capability and work plan, the experience of Key Professional Staff. Only those Consultants' whose Technical Proposals score 75 marks or more shall qualify for further consideration, and shall be ranked from highest to lowest on basis of their raw technical score (RTS). Financial proposals of those Consultants who secure less than 75 marks shall be returned un-opened to the firm/Consortium.
- 1.2 The total score of the technical and financial evaluation shall be 100, out of which 80% weight-age shall be for the technical and remaining 20% weight-age shall be allocated to the financial evaluation.
- 1.3 The technical proposals shall be assigned marks/ score without weight-age as RTS on the basis of the criteria mentioned at Section 6B.
- 1.4 The final technical score (TSw) shall be calculated in the following manner:  $TSw = RTS \times 0.80$ .

#### **2. Financial Bid opening**

- 2.1 A public Financial Bid opening shall be held at the time, date and venue which shall be communicated to all technically qualified Bidder(s).
- 2.2 Confirm submission of bid security shall be checked first. In case the bid security is not submitted along with the financial proposal in the same sealed envelope, such proposal(s) shall be rejected without being evaluated.
- 2.3 The financial proposals shall first be checked for arithmetic errors. Financial scores shall be computed on the basis of following formula:  $FS = 100 \times (RFS_{min}/RFS)$ . Where 'RFS min' is the lowest bid price and 'RFS' is the bid price of the proposal under consideration. The financial scores thus obtained shall be assigned weight-age (20%) and final weighted score will be arrived at  $FSw = FS \times 0.20$ , FSw is weighted financial score.

#### **3. Combined Score**

- 3.1 The combined technical and financial proposal (CS) shall be calculated in the following manner, namely:  $CS = TSw + FSw$ .
- 3.2 Bid obtaining maximum combined score shall be declared as the Best Evaluated Bid and the Consultants offering the Best Evaluated Bid shall be declared as the successful Bidder and issued Letter of Acceptance, containing invitation for contract negotiation. Any factor having a bearing on the quoted price shall not be subject to negotiations.
- 3.3 The agreement shall however, be signed after getting the same duly vetted and approved from the competent authority.

### B – Scoring System

The Technical Proposal will be evaluated on the basis of the criteria given below:

Criteria	Marks	
<b>1. Firm's relevant Experience</b>  Transaction Advisory experience for PPP projects or Public Sector projects  <i>(Please note: Transaction Advisory under process are not eligible for scoring and Bid preparation for a client is not applicable either)</i>  4 or more projects            10.00 marks 3 or more projects            7.50 marks 2 projects                        05.00 marks 1 project                         02.50 marks	10	
	Civil engineering Feasibility study experience of construction of buildings project in the last 15 years  10 or more projects            10.00 marks 9 projects                        9.00 marks 8 projects                        8.00 marks 7 projects                        7.00 marks 6 projects                        6.00 marks 5 projects                        5.00 marks 4 projects                        4.00 marks 3 projects                        3.00 marks 2 projects                        2.00 marks 1 projects                        1.00 marks	10
	Feasibility study / Consultancy of Tourism related project experience of public sector or private sector, worth at least PKR 10.00 million or above for each feasibility / consultancy undertaken in the last 15 years  05 or more assignments            20 marks 04 assignments                    16 marks 03 assignments                    12 marks 02 assignments                    8 marks 01 assignment                      4 marks	20
	<b>TOTAL</b>	<b>40</b>
<b>2. Key Professional Staff</b>  <u><b>Financial Team</b></u>  Financial Team Leader            10 marks Project Finance Specialist/Analyst 05 marks	15	
	<u><b>Technical Team</b></u>  Tourism Expert – Team Leader 05 marks	25

	Infrastructure & Building Expert 05 marks Structural Engineer 05 marks Architect 05 marks Environmentalist 05 marks	
	<b>Legal Team</b>	10
	Legal Team Leader 05 marks Legal Expert 05 marks	
	<b>TOTAL</b>	<b>50</b>
<b>3. Financial Capability</b>	Average annual turn-over of last three (3) years  PKR 100 million or above 04 marks PKR 75 – 99.9 million 03 marks PKR 50 – 74.9 million 02 marks PKR 25 – 49.9 million 01 mark  <i>* Bidders to submit audit financial statements of last three years. In case of Consortium, the Lead member firm shall furnish audited financial statements</i>	04
<b>4. Understanding of the Assignment and Proposed Methodology</b>	Appreciation of TOR and understanding of the assignment	02
	Proposed Methodology	02
	Work Plan and Manning Schedule	02
	<b>TOTAL</b>	<b>10</b>
<b>Total</b>		<b>100</b>

The Culture, Tourism & Antiquities Department may conduct a Presentation from bidders during the Technical evaluation period for clarity on Technical Proposal.

The weight age points given to evaluation sub-criteria for qualifications and competence of key staff are:

#	FINANCIAL TEAM	Weightage
1.	Financial Team Leader	<u>Qualification:</u> CA/CFA/ICMA/ACCA/MBA (25%) Bachelors in Finance/Accounting/Business Admin (15%)  <u>Relevant Experience</u> Experience of financial advisory  More than 10 years 75% 7-10 years 60% 5-7 years 40% Less than 5 years 15%
2.	Project Finance Specialist / Analyst	<u>Qualification:</u> CA/CFA/ICMA/ACCA/MBA (25%) Bachelors in Finance/Accounting/Business Admin (15%)  <u>Relevant Experience</u> Experience of financial structuring or financial modelling of projects  More than 10 years 75% 7-10 years 60%

		5-7 years 40%
		Less than 5 years 15%
	<b>TECHNICAL TEAM</b>	<b>Weightage</b>
1.	Tourism Expert – Team Leader	<u>Qualification:</u> Masters in related field (25%) Bachelors in related field (15%)  <u>Relevant Experience</u> Experience in Tourism sector  More than 10 years 75% 7-10 years 60% 5-7 years 40% Less than 5 years 15%
2.	Infrastructure & Building Expert	<u>Qualification:</u> BE Civil Engineering (25%)  <u>Relevant Experience</u> Experience in relevant field  More than 10 years 75% 7-10 years 60% 5-7 years 40% Less than 5 years 15%
3.	Structural Engineer	<u>Qualification:</u> BE Civil Engineering (25%)  <u>Relevant Experience</u> Experience in relevant field  More than 10 years 75% 7-10 years 60% 5-7 years 40% Less than 5 years 15%
4.	Architect	<u>Qualification:</u> BE Architect Engineering (25%)  <u>Relevant Experience</u> Experience in relevant field  More than 10 years 75% 7-10 years 60% 5-7 years 40% Less than 5 years 15%
5.	Environmentalist	<u>Qualification:</u> BE Civil Engineering (25%)  <u>Relevant Experience</u> Experience in relevant field  More than 10 years 75% 7-10 years 60% 5-7 years 40% Less than 5 years 15%
	<b>LEGAL TEAM</b>	<b>Weightage</b>
1.	Legal Team Leader	<u>Qualification:</u> LLM / Bar at Law (25%) LLB (15%)  <u>Relevant Experience</u>

		<p>Experience of legal advisory on infrastructure projects</p> <p>More than 10 years    75%</p> <p>7-10 years            60%</p> <p>5-7 years                40%</p> <p>Less than 5 years    15%</p>
2.	Legal Expert	<p><u>Qualification:</u> LLM / Bar at Law (25%) LLB (15%)</p> <p><u>Relevant Experience</u> Experience of drafting procurement documents e.g. (EOIs, RFQ, RFP), Concession/PPP agreements / EPC contracts / agreement negotiations</p> <p>More than 10 years    75%</p> <p>7-10 years              60%</p> <p>5-7 years                40%</p> <p>Less than 5 years    15%</p>

**7. INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [name of Supplier] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Buyer: .....  
Signature: .....  
[Seal]

Name of Seller/Supplier: .....  
Signature: .....  
[Seal]

**8. AFFIDAVIT**

**To:**

Focal Person,  
Culture, Tourism and Antiquities Department,  
Government of Sindh

**Re: Technical & Financial Feasibility study and Transaction Advisory Services for Lab e  
Mehran Tourism Project**

[Date]

Pursuant to the Request for Proposal document dated [*Please insert the Date*] in respect of the Project, [*Name of Prospective Bidder/Lead Member of Consortium*] hereby represents and warrants that, as of the date of this letter [*Name of Prospective Bidder/Lead Member of Consortium*], and each member of our Consortium (if applicable):

- (a) is not in bankruptcy or liquidation proceedings;
- (b) has not been convicted of, fraud, corruption, collusion or money laundering;
- (c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Consultancy Contract; and
- (d) does not fall within any of the circumstances for ineligibility listed in Section 2.16 (Basic Eligibility Criteria) of the Invitation for Proposal.

Yours Sincerely,

Authorized Signature  
Name and Title Signatory  
Name of Firm  
Address