REQUEST FOR PROPOSAL

Hiring Consultant for Feasibility Study & Transaction Advisory Services

INSTRUCTIONS TO CONSULTANTS

THARPARKER TOURISM PROJECT

CULTURE & TOURISM DEPARTMENT
GOVERNMENT OF SINDH

APRIL 2021
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 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 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 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, ‘Thar Tourism Project**

The *Culture & Tourism Department*, Government of Sindh (the “**Procuring Agency**”), invites “Technical and Financial proposals” for Feasibility Study and Transaction Advisory Services to implement the ‘Thar Tourism Project’ (the “**Project**”) under Public Private Partnership mode from prospective firms/consortiums:

2. 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 Cost Based Selection method described in this RFP, in accordance with the Sindh Public Procurement Rules, 2010 (as amended). The participants are therefore advised to carefully go through these rules to understand nature of their possible relationship with the Procuring Agency 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
   - Section 9: Power of Attorney
   - Appendix-A: Draft Consultancy Services Contract

Yours sincerely,

*Culture & Tourism 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.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assignment</strong></td>
<td>has the meaning ascribed thereto in the Letter of Invitation (Section 1 of the RFP) herein above.</td>
</tr>
<tr>
<td><strong>Bid(s) / Proposal(s)</strong></td>
<td>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. The Bids shall include Technical Proposal and the Financial Proposal</td>
</tr>
<tr>
<td><strong>Bid Price</strong></td>
<td>The consultancy fee for the transaction advisory services quoted by the Consultant in its Financial Bid</td>
</tr>
<tr>
<td><strong>Bid Security</strong></td>
<td>The security deposit to be made by a Bidder in the form of a financial guarantee, pay order or bank draft issued by a scheduled commercial bank operating in Pakistan and acceptable to the Procuring Agency (with a minimum rating of 'A-' by JCR VIS or an equivalent rating by PACRA or any other creditable credit rating agency)</td>
</tr>
<tr>
<td><strong>Bid Validity Period</strong></td>
<td>Period of 90 days starting from Submission Deadline.</td>
</tr>
<tr>
<td><strong>Consortium</strong></td>
<td>A consortium of Consultants comprised of a group of two or more enterprises formed to submit a Proposal. The Consortium shall not be an association of more than six (6) enterprises.</td>
</tr>
<tr>
<td><strong>Consultancy Service Contract</strong></td>
<td>means agreement to be executed between Preferred Bidder and Procuring Agency.</td>
</tr>
<tr>
<td><strong>Consultant/Bidder</strong></td>
<td>means a legal entity (company/partnership) 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, management firms, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies and non-governmental organizations.</td>
</tr>
<tr>
<td><strong>Consultant Selection Committee</strong></td>
<td>The Consultant Selection Committee notified by the Procuring Agency pursuant to Rule 67 of the SPP Rules to undertake procurement process to hire Consultants for the Project.</td>
</tr>
<tr>
<td><strong>Data Sheet</strong></td>
<td>means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.</td>
</tr>
<tr>
<td><strong>Day</strong></td>
<td>means calendar day including holiday.</td>
</tr>
<tr>
<td><strong>Financial Close</strong></td>
<td>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</td>
</tr>
<tr>
<td><strong>party (Preferred 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.</strong></td>
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<tr>
<td><strong>Government</strong></td>
<td></td>
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<tr>
<td>means the Government of Sindh.</td>
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<tr>
<td><strong>Instructions to Consultants</strong> (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.</td>
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<tr>
<td><strong>International Financial Institutions</strong></td>
<td></td>
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<tr>
<td>means a financial institution that has been established by more than one country like multilateral and regional development banks.</td>
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<tr>
<td><strong>Key Professional Staff</strong></td>
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<tr>
<td>means the professionals assigned by the Consultant to undertake assignment as listed under Evaluation Criteria and Scoring System given in Section 6-B (2).</td>
<td></td>
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<tr>
<td><strong>Lead Member</strong></td>
<td></td>
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<td>In case of a Consortium, the firm leading the overall Assignment. In such cases, the Lead Member shall be the financial consultancy firm.</td>
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<tr>
<td><strong>LOI</strong> (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.</td>
<td></td>
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<tr>
<td><strong>Performance Security</strong></td>
<td></td>
</tr>
<tr>
<td>The security deposit to be made by a Preferred Bidder in the form of a financial guarantee issued by a scheduled commercial bank operating in Pakistan and acceptable to the Procuring Agency (with a minimum score of ‘A-’ by JCR VIS or an identical rating by PACRA or any other reputable credit rating agency).</td>
<td></td>
</tr>
<tr>
<td><strong>Preferred Bidder</strong></td>
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<tr>
<td>The Bidder or Consortium that will be recommended by the Consultant Selection Committee as successful Bidder or Consortium after evaluation thereof pursuant to this RFP.</td>
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<tr>
<td><strong>Procuring Agency</strong></td>
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<tr>
<td>means the Culture &amp; Tourism Department with which the selected Consultant signs the Contract for the Assignment.</td>
<td></td>
</tr>
<tr>
<td><strong>Submission Deadline</strong></td>
<td></td>
</tr>
<tr>
<td>The deadline for the Consultants to submit their Proposal as given in the Data Sheet</td>
<td></td>
</tr>
<tr>
<td><strong>Request for Proposal / RFP</strong></td>
<td></td>
</tr>
<tr>
<td>means the Request for Proposal prepared by the Procuring Agency for the selection of Consultants.</td>
<td></td>
</tr>
<tr>
<td><strong>SPPRA</strong></td>
<td></td>
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<tr>
<td>Sindh Public Procurement Regulatory Authority</td>
<td></td>
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<tr>
<td><strong>SPP Rules</strong></td>
<td></td>
</tr>
<tr>
<td>Sindh Public Procurement Rules, 2010 (as amended from time to time).</td>
<td></td>
</tr>
<tr>
<td><strong>Terms of Reference</strong></td>
<td></td>
</tr>
<tr>
<td>TOR means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed by the Consultant, and expected results and deliverables of the assignment.</td>
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</tr>
<tr>
<td><strong>QCBS</strong></td>
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<tr>
<td>Shall have the meaning ascribed thereto in Data Sheet</td>
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</tr>
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</table>

### 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 Bids. 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 (as amended).

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 timetable for the bidding process is as follows

<table>
<thead>
<tr>
<th>Activity</th>
<th>Target Date</th>
</tr>
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<tbody>
<tr>
<td>Issuance of RFP</td>
<td>30th April 2021</td>
</tr>
<tr>
<td>Pre-Bid Conference</td>
<td>19th May 2021 at 11:00 a.m.</td>
</tr>
<tr>
<td></td>
<td>Pakistan Institute of Tourism and Hotel Management, St-16, Block 4, Inne-Qasim Park RoadClifton Karachi</td>
</tr>
<tr>
<td>Clarifications / Comments Request Deadline</td>
<td>20th May 2021</td>
</tr>
<tr>
<td>Response to Questions Document Issuance</td>
<td>21st May 2021</td>
</tr>
<tr>
<td>Bids Submission Deadline</td>
<td>10th June 2021</td>
</tr>
</tbody>
</table>

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 Bid 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 bidding process within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the Bid 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 Consultancy Service Contract has been signed with the Preferred 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 Procuring Agency. 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, as mentioned in the table in 2.3 above, and Procuring Agency shall respond to such queries in accordance with the timetable given in 2.3 above. 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 Deadline, 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 website of SPPRA and the Procuring Agency) and will be binding on them. 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 in accordance with requirements of SPP Rules.

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 proposal information. Any financial proposal information or Bid Security disclosed in Technical Proposal shall lead to disqualification.

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. All the costs and resultant Bid Price shall be in Pakistani Rupees.
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 Consultancy Service Contract 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 and shall be signed by the authorized representative of the Consultants (Individual Consultant) or Lead Member in case of Consortium. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant) or Lead Member in case of Consortium. In each case, the authorization (of authorized representative) shall be in the form of a duly notarized power of attorney accompanying the Proposal in the form provided in Section 9.

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 two (2%) percent of the Bid Price, in Pakistani Rupees, which shall remain valid for a period of at least twenty-eight (28) days beyond the original Bid Validity Period making it a total of one hundred and eighteen (118) days from the Submission 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 SPP Rules or in other form than as required by this RFP shall be, in each case, rejected by the Government 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 Government 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 within one month of issuance of Letter of Acceptance, in case this provision has not been waived by the Procuring Agency;

b. In case the Bid Security expires prior to the date falling twenty-eight (28) days beyond the original Bid Validity Period making it a total of one hundred and eighteen (118) days from the Submission 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 or attempts to withdraw 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 technical and environmental / social consulting firm members, as applicable, is required).

2.18.3 The Bidder (in case of a Consortium, all of the Members) must submit constituent documents in accordance with Applicable Laws.

2.18.4 The Consultant is not black listed by Procuring Agency / any other public sector agency in Pakistan. A fresh affidavit from Consultant shall be signed, duly attested by oath commissioner and submitted with technical proposal (In case of consortium, every Consortium member firm should provide) (section 8)

2.18.5 For a Consortium to be eligible for bidding, every 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.

2.18.6 In case of Consortium, the Consortium Agreement shall be submitted pursuant to clause 2.26.

2.18.7 The relevant experience of Lead 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 the form acceptable to Consultant Selection Committee, for each listed experience on Form Tech-2 (B). The Procuring Agency reserves the right to verify any experience under Form Tech-2 (B) and incase of Non-production of any document for
verification purposes acceptable to Consultant Selection Committee shall result in non-scoring of that particular credential.

2.19 Proposal Evaluation

2.19.1 The Consultant Selection 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 Sub-consultant’s credentials & experience is not eligible for scoring. Furthermore, global experience of parent company or associated firms abroad is also not eligible for scoring, unless foreign company has itself participated in the bidding process.

2.19.4 A QCBS method 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 criteria under QCBS are at Section 6A.

2.20 Evaluation of Technical Proposals

The Consultant Selection 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.

The bid will be rejected in case if any Financial Proposal information is disclosed in the technical proposal e.g. Bid Security / Bid Security amount / Financial Bid price.

2.21 Evaluation of Financial Proposals

2.21.1 Financial Proposals shall be opened 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 which meets 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 Consultant Selection 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 may be held at the date and address to be communicated by the Procuring Agency. The invited Consultant will then, 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 **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.

2.24 **Award of Contract**

2.24.1 After completing negotiations (if any), 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.

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

2.25 **Confidentiality**

Information relating to evaluation of Bids 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.

2.26 **Consortium Agreement**

2.26.1 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 Procuring Agency for the performance of the services;

vi. Duties, responsibilities and powers of the Lead Member;

vii. The authorized representative of the Consortium.

2.26.2 In case of Consortium, it is expected that the Lead Member 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 Member and other members should be indicated.

2.26.3 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.

2.26.4 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 Procuring Agency to initiate further proceedings against the said firm(s).

2.26.5 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Consultancy Service Contract 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 Consultancy Service Contract.

2.27 Schedule of Deliverables

The payments to be made against each deliverable shall be in the proportions as defined in Form FIN-2 (Summary of Costs).

<table>
<thead>
<tr>
<th>Phase-1: Feasibility</th>
<th>Timeline (from signing of Consultancy Contract)</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Inception Report</td>
<td>01 week</td>
<td>-</td>
</tr>
<tr>
<td>2 Technical Feasibility Study (shall cover 5.4.1.1 of ToR)</td>
<td>1.50 months</td>
<td>20%</td>
</tr>
<tr>
<td>3 Legal and Regulatory Assessment Report (shall cover 5.4.1.5 of ToR)</td>
<td>1.50 months</td>
<td>05%</td>
</tr>
<tr>
<td>4 Environment and Social Impact Assessment (shall cover 5.4.1.2 of ToR)</td>
<td>02 months</td>
<td>10%</td>
</tr>
<tr>
<td>5 Financial Viability Assessment Report (shall cover 5.4.1.3 of ToR)</td>
<td>02 months</td>
<td>10%</td>
</tr>
<tr>
<td>6 PPP Options Analysis Report (shall cover 5.4.1.4 of ToR)</td>
<td>2.50 months</td>
<td>05%</td>
</tr>
<tr>
<td>Phase-2: Transaction Advisory</td>
<td>Timeline (from signing of Consultancy Contract)</td>
<td>Payment</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Marketing &amp; Submission of Procurement Package <em>(shall cover 5.4.2.1, 5.4.2.2 &amp; 5.4.2.3 of ToR)</em></td>
<td>04 Months</td>
<td>15%</td>
</tr>
<tr>
<td>Submission of Bid Evaluation Report <em>(shall cover 5.4.2.4 of ToR)</em></td>
<td>08 Months</td>
<td>05%</td>
</tr>
<tr>
<td>Issuance of Letter of Award/Acceptance <em>(shall cover 5.4.2.5 of ToR)</em></td>
<td>09 Months</td>
<td>05%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Phase-3: Transaction Negotiation and Financial Closure</th>
<th>Timeline (from signing of Consultancy Contract)</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transaction negotiation and Signing of Concession Agreement <em>(shall cover 5.4.3.1 of ToR)</em></td>
<td>11 months</td>
<td>15%</td>
</tr>
<tr>
<td>Financial Close <em>(shall cover 5.4.3.2 of ToR)</em></td>
<td>17 months</td>
<td>10%</td>
</tr>
</tbody>
</table>

*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.

<table>
<thead>
<tr>
<th></th>
<th>Project Name</th>
<th>Thar Tourism Project</th>
</tr>
</thead>
</table>
| 1 | Address and Contact Person of Procuring Agency | Name: Mr. Adil Ahmed Dayo  
Designation: Assistant Director  
Address: Sindh Tourism Development Corporation,  
Tel: +92-21-9920 6371  
Cell: 0308-066 4444  
Email: stdc.headoffice@gmail.com |
| 2 | Address for Submission of Bids | Address: Sindh Tourism Development Corporation,  
Tel: +92-21-9920 6371 |
| 3 | Address for Opening of Bids | Pakistan Institute of Tourism and Hotel Management,  
St-16, Block-4, Shahra-e-Attar, Ibn-e-Qasim Park Road, Block-4 Clifton, Karachi, Sindh |
| 4 | Pre-Bid Meeting | Time: 11:00 A.M.  
Date: 19th May 2021  
Address: Pakistan Institute of Tourism and Hotel Management, St-16, Block-4, Shahra-e-Attar, Ibn-e-Qasim Park Road, Block-4 Clifton, Karachi, Sindh |
| 5 | Submission Deadline date and time | 02:00 P.M. Pakistan time on 10th June, 2021 |
| 6 | Bid Opening date and time | 03:00 P.M. Pakistan time on 10th June, 2021 |
| 7 | Envelops | “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. |
<p>| 8 | Language of Bid and correspondence | English |</p>
<table>
<thead>
<tr>
<th></th>
<th><strong>Bid Validity Period</strong></th>
<th>90 days from the closing date of submission of Submission Deadline.</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td><strong>Technical Evaluation Criteria</strong></td>
<td>Minimum 75 points for technical proposal qualification. Refer Section 6A</td>
</tr>
<tr>
<td>11</td>
<td><strong>Scoring System</strong></td>
<td>Refer Section 6B</td>
</tr>
<tr>
<td>12</td>
<td><strong>Method of Selection</strong></td>
<td>Quality and Cost Based Selection (QCBS) Method</td>
</tr>
<tr>
<td>13</td>
<td><strong>Bid Security</strong></td>
<td>The Consultant shall deposit a bid security in original Financial Proposal of an amount equivalent to 2% (two per cent) of the Bid Price in the form of Pay Order / Financial Guarantee favoring “Secretary Culture &amp; Tourism Department”, which shall remain valid for a period of 28 days beyond the Bid Validity Period for bids, in order to provide the Procuring Agency reasonable time to act, if the security is to be called;</td>
</tr>
<tr>
<td>14</td>
<td><strong>Performance Security</strong></td>
<td>2% of Bid Price in the form of Financial Guarantee (bank guarantee), shall remain valid for period of 90 days beyond the completion of assignment or two years, whichever comes earlier</td>
</tr>
<tr>
<td>15</td>
<td><strong>Contract Stamping</strong></td>
<td>Duly stamped @ 0.35% of bid price by Preferred Bidder at its own cost</td>
</tr>
<tr>
<td>16</td>
<td><strong>Tax Liability</strong></td>
<td>Government of Sindh will deduct applicable taxes.</td>
</tr>
</tbody>
</table>
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

[Location, Date]

To:
Culture & Tourism 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/Consortium member]

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.]

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country :</td>
<td>Professional Staff Provided by your firm</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>No. of Staff deployed by the Consultant for the assignment:</td>
</tr>
<tr>
<td>Authorized Representative: (Name &amp; Designation)</td>
<td></td>
</tr>
<tr>
<td>Telephone: Email:</td>
<td></td>
</tr>
<tr>
<td>Address :</td>
<td>No. of Staff Months:</td>
</tr>
<tr>
<td>Start Date (Month / Year)</td>
<td>Completion Date (Month / Year)</td>
</tr>
<tr>
<td>Name of Association Firm(s) if any :</td>
<td>No. of Months of Professional Staff provided by Associated Firm(s)</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed:</td>
<td></td>
</tr>
<tr>
<td>Role of your consulting firm:</td>
<td>(technical / financial / legal / environmental etc.)</td>
</tr>
<tr>
<td>Narrative Description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of actual services provided by your staff within the assignment:</td>
<td></td>
</tr>
</tbody>
</table>

Consultant’s Name (or in case of Consortium, the member name): __________________________
FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

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.
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...
...

Understanding of the Assignment
FORM TECH-4. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

### I. Key Professional Staff

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name</th>
<th>Firm</th>
<th>Area of expertise</th>
<th>Position</th>
<th>Task Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</table>
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: ______________________________

   Description of duties and responsibilities: _______________________________________

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: ______________________________

   Employer: ______________________________

   From [Month, Year]: ________  To [Month, 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)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name</th>
<th>Position</th>
<th>Report Due/Activities</th>
<th>Months</th>
<th>Number of Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sub Total (1)</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sub Total (2)</td>
</tr>
<tr>
<td>3</td>
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<td>Sub Total (3)</td>
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</tr>
</tbody>
</table>

Part Time:
FORM TECH-8. WORK SCHEDULE

<table>
<thead>
<tr>
<th>S. No</th>
<th>Activity¹</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 11 12 n</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td></td>
<td></td>
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<tr>
<td>n</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Indicate all main activities of the assignment, including delivery of reports (e.g. inception, interim, and final reports), and other benchmarks such as line department approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2. Duration of activities shall be indicated in the form of a bar chart.
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
To:
Culture & Tourism Department
Government of Sindh

Subject: Technical & Financial Feasibility study and Transaction Advisory Services for Thar Tourism Project in Karachi

Dear Sirs:

We, the undersigned, offer to provide the transaction advisory services for Thar 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].

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

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.]

1 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)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (in Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase I: Feasibility</strong></td>
<td>50%</td>
</tr>
<tr>
<td>Inception Report</td>
<td>---</td>
</tr>
<tr>
<td>Technical Feasibility Study</td>
<td>20%</td>
</tr>
<tr>
<td>Environment and Social Impact Assessment</td>
<td>10%</td>
</tr>
<tr>
<td>Financial Viability Assessment Report</td>
<td>10%</td>
</tr>
<tr>
<td>PPP Options Analysis Report</td>
<td>05%</td>
</tr>
<tr>
<td>Legal and Regulatory Assessment Report</td>
<td>05%</td>
</tr>
<tr>
<td><strong>Phase II: Transaction Advisory</strong></td>
<td>25%</td>
</tr>
<tr>
<td>Marketing &amp; Submission of Procurement Package</td>
<td>15%</td>
</tr>
<tr>
<td>Submission of Bid Evaluation Report</td>
<td>05%</td>
</tr>
<tr>
<td>Issuance of Letter of Award/Acceptance</td>
<td>05%</td>
</tr>
<tr>
<td><strong>Phase III: Transaction Negotiation &amp; Financial Close</strong></td>
<td>25%</td>
</tr>
<tr>
<td>Transaction negotiation and signing of Concession</td>
<td>15%</td>
</tr>
<tr>
<td>Financial Close</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Total Costs inclusive of Taxes</strong></td>
<td></td>
</tr>
</tbody>
</table>

Note:

i. Total Costs including taxes shall be considered for financial evaluation

ii. No escalation shall be payable during the services
5. TERMS OF REFERENCE

5.1 Project Brief

5.1.1 Tharparkar lies in the south of Sindh Province being the largest district of Sindh Province with a population of over 1.65 million. Tharparkar is attractive potential tourist destination to domestic as well as international tourists. Tharparkar district has topical desert climate. In summer, it is hot during day time, whereas nights are remarkably cooler. April, May and June are the hottest months and December, January and February are the coldest months.

5.1.2 The Tharparkar district is blessed with beautiful landscapes i.e. Mountains, desert & species of birds and animals i.e. Large Hawk, Cockoo & Peacock etc. The population can be divided into three main classes such as Rajputs (which includes Muslim & Hindu tribes), Baloch and aboriginal Dravidians (Meghwar, Kolhi, Rebari and bleeds). Tharparkar district has different structure i.e. Temples, Mosque and Karoonjhar mountain Range with the Precambrian stone formation of granite located at Nagarparkar town of Tharparkar district. The Principle range of Karoonjhar mountain is approximately 19 km in Length. Tharparkar being the only fertile desert in the world is a huge opportunity for us to make the most of this beautiful part of Sindh Province.

5.1.3 The district Tharparker, one of Pakistan’s most beautiful natural environment has a tremendous potential as a magnet for tourism activities and revenue. The tourism spots at Thar such as Nagarparker (Karoonjhar mountains), Mithi, Naukot Fort to name a few offer great potential to develop tourism activities. This project aims to establish a world class tourism spots and activities to attract further greater number of tourists round the year.

5.1.4 The Culture & Tourism Department intends to establish Tharparker Tourism Project in Tharparker district under PPP modality and to hire consultants for developing the concept and providing feasibility study.

5.2 Project Objectives

- Open up investment opportunities at local & international level in the development of tourism infrastructure for district Tharparker;

- Establish world class tourism facilities to attract greater number of tourists round the year;

- To promote growth in socio-economic development of district Tharparker through increased investments in infrastructure development;

5.3 The Assignment

5.3.1 The Preferred Bidder shall be required to conduct feasibility study and transaction advisory for the 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 any stage of the phase, if it is satisfied that proceeding further will not help achieve the Government objectives.
5.3.3 The scope of work given in Terms of Reference as per section 5.3 and the Deliverables as mentioned in section 2.27 shall be provided by the Preferred Bidder separately for each individual Sub-Project.

5.4 Terms of Reference
At any stage during any phase given below, the legal consultant, technical consultant and financial consultant being members of the Consortium shall furnish legal, technical and financial opinions 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 Consortium shall be the sole responsibility of the Lead Member.

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

Inception Report
Provides a detailed layout of work plan and approach to the Project. The report will clearly articulate overall requirements of the Project with respect to the proposed methodology, detailed program of work, progress updates methodology, timings with key deliverables / milestones and any additional requirements. At least, it will clearly articulate the Project's main goals along with the activities planned to meet those goals.

5.4.1.1 Technical Feasibility Study

A) Initial Assessment Report
   i. Study Tharparkar District tourism spots and assessment on optimum tourism potential;
   ii. Conduct need & demand analysis of Tharparkar Tourism Project
   iii. Preparing a complete documentary as to how the overall Thar tourism will generate revenue outcome to government & how this project would lift the people of Tharparkar;

B) Tourism Feasibility
The tourism feasibility shall include but not limited to the following:

Tharparker Tourism Master Plan
A Tourism Master Plan for district Tharparker to provide an organized and structured framework for tourism development and promotion within Tharparker that may include planning for accommodations, transportation, tourist activities, legislation & regulation, marketing, promotion and alliance with different advertisement, travel & tour companies etc.

The Master plan shall include following tourist facilities:

1. Mithi Tourist Facility and Naukot Fort Tourist Facility
   i. The Consultant shall conduct survey to identify a tourism picnic spot on nearby Mountain top at Mithi;
   ii. The Mithi tourism picnic point shall include a 10-bedroom rest house and a complete plan of facilities to be proposed by the Consultant;
iii. First Aid Medical Facilitation centers at different spots

iv. The Consultant shall conduct survey to identify and propose a tourism facility / activities at Naukot Fort;

v. The Consultant shall propose best solutions/ideas for developing the tourist related activities for Mithi tourist facility that are safe, healthy, educational, culturally acceptable, sustainable and also in demand by the local populace.

2. Islamkot Tourists Facility

i. Propose 20 Bed Room Motel in Islamkot

ii. The Consultant shall propose best solutions/ideas for developing the tourist related activities for Islamkot and Kasbo tourist facility that are safe, healthy, educational, culturally acceptable, sustainable and also in demand by the local populace.

3. Nagarparker Tourist Facility

i. The Consultant shall review and analyze the existing and future potential for tourism related activities in the Nagarparker town and nearby areas, develop conceptual framework and integrate the collected information with the proposed project.

ii. Following are the proposed tourist facilities / activities for Nagarparker

- A 100-bedroom Motel / Hotel in Nagarparkar to cater growing influx of tourists. The motel / hotel shall be located nearby Karoonjhar mountains. The Consultant shall undertake surveys regarding motel / hotel location;

- A commercial building that would include shops with all kind of basic amenities, clothing (including local Thar cultural dresses) and food courts etc. to cater the basic needs as well as for shopping of people visiting Thar;

- Open Air Theater for different cultural shows;

- Chairlift facility at Karoonjhar mountains;

- Sight-seeing facilities for tourists;

- Desert Safari (Rides i.e. Camels, Four Wheeler Jeeps/Bikes & Views)

- Outdoor Camping

- First Aid Medical Facilitation centers at different spots

The Consultant shall propose best solutions/ideas for developing the tourist related activities for Nagarparker tourist facility that are safe, healthy, educational, culturally acceptable, sustainable and also in demand by the local populace.

4. Kasbo Tourist Facility
iii. Propose 10 Bed Room Motel in Kasbo

iv. The Consultant shall propose best solutions/ideas for developing the tourist related activities for Nagarparker tourist facility that are safe, healthy, educational, culturally acceptable, sustainable and also in demand by the local populace.

Note: The abovementioned tourism activities shall be covered by the Consultants, however, it is not an exhaustive list and the Consultant may propose additional tourism activities as deemed appropriate.

C) Engineering Feasibility Study
The engineering feasibility shall be conducted for proposed project location as agreed under Tourism Feasibility Study by the Procuring Agency. The Engineering Feasibility at least shall be composed of following:

i. Topographic survey;

ii. Soil investigation;

iii. Seismic Survey;

iv. Geo-technical investigation of Project site;

v. Preparation of all Preliminary Drawings;

vi. Preparation of utility folders;

vii. Preparation of detailed preliminary Structural, Mechanical, Electrical & Plumbing Drawings with respect to American Association of Highway and Transportation Officials (AASHTO) Standards;

viii. Drainage plan should be prepared and drainage provision of the surrounding area and the area upon which the Project will be established should be according to the standard guide lines of AASHTO etc.

ix. Details of fire-fighting arrangements;

x. Details of accessibility to proposed project site, to facilitate the best arrangement for the general public and investors;

xi. Preparation of cost estimates;

5.4.1.2 Environmental and Social Impact Assessment

i. Environmental Impact Assessment

a) Conduct the Environmental Impact Assessment (EIA) study of the Project considering all aspects of the environment, as per national guidelines and requirements of International Financial Institutions (“IFIs”);
ii. **Social Impact Assessment:**

a) Identify and assess the positive effects of the project in terms of satisfying basic needs, alleviating poverty, generating employment, and reaching large population segments;

b) Identify and assess negative social effects such as physical displacement, changes in access to resources, disruption to livelihoods, changes in social or economic standing, inequitable distribution of benefits and costs among stakeholders, and changes to patterns of behavior that would not be consistent with prevailing gender perceptions, social norms, and religious or cultural values;

c) Determine whether the project has negative effects on particular categories of stakeholders such as women and ethnic minorities;

d) Highlight Factors impacting the project during the procurement, development and operations phases;

e) Recommend mitigation measures such as special institutional arrangements, arrangement of alternative residence for affected societies and modifications in project design;

f) Estimate the cost of the recommend mitigation measures;

iii. **Stakeholder Consultations:**

a) Identify key stakeholders of the Project;

b) Conduct stakeholder consultation for awareness and feedback;

c) Recommend mechanisms for continued involvement of key stakeholders in the monitoring and evaluation of project impacts during implementation and operation;

iv. **Land acquisition and resettlement plans:**

a) Prepare a detailed land acquisition plan including the scope of land acquisition; description of land ownership and availability; discussion of legal issues (if any); implementation schedule and procedure for land acquisition, and cost estimates;

b) Prepare a detailed resettlement plan including a list of affected people; entitlement policy and compensation policies, institutional arrangements, public participation, consultation, and grievance mechanisms, implementation schedule, cost estimate, and a monitoring and evaluation system;

5.4.1.3 **Financial Viability Assessment**

i. **Viable Transaction Structure:**

a) Prepare a viable transaction structure for implementation of the Project;

b) Identify possible Government support may be required by developer, both financial and other;

c) Explain the rationale and form of viability gap funding (if any);
d) Based on the financial modelling, the consultants should determine in the feasibility study the appropriate tariff levels and structure for the project. The tariff design should balance the following objectives and factors against each other:
   • Stipulated service standards and associated costs;
   • Customers’ willingness and ability to pay;
   • Need for and availability of subsidies

ii. Financial Model:

a) Develop financial model of the Project covering the projected revenues, and costs estimates of construction/development (EPC), Non-EPC, interest during construction and operations & maintenance cost estimates over the life of the Project;

b) Must cover the entire term of the proposed concession agreement;

c) The financial model must be properly constructed in a standard spreadsheet program such as MS Excel;

d) Inputs and assumptions may include:
   • Inflation, discount rate and tax rates;
   • Construction data such as initial capital expenditures over period;
   • Future capital expenditures, both maintenance and growth-related;
   • Residual value of capital assets at the end of concession period, constituting a revenue of the project;
   • Funding levels and types such as equity, loans, bonds and subsidies or types of Islamic financing if applicable;
   • Financial data such as the terms of the various financing instruments;
   • Recurrent operating and maintenance costs;
   • Recurring administrative costs;
   • Operating revenues with the underlying data such as demand forecasts and user charges;

e) Sheets with cash flow statement, profit and loss account, and balance sheet of the project company;

f) Results and summary sheets demonstrating the impact of different assumptions on the project’s cash flow. The results should be presented in the form of the following financial indicators:
   • Project internal rate of return (IRR)
   • Equity IRR
   • Debt service cover ratio, which shows the project company’s ability to repay debt from its annual cash flow;
   • Loan life cover ratio, which shows the project company’s ability to accommodate an occasional shortfall of cash;
   • Other applicable / relevant ratios or indicators

g) The Consultant should prepare a manual so that the model can be used throughout the PPP
process to continually assess the impact of different pricing, financing, and service scenarios, update or confirm decisions about project structure;

h) The financial model should allow sensitivities and scenario analysis based on various parameters;

5.4.1.4 PPP Options Analysis

i. PPP Options Analysis

a) List all reasonable options available;

b) Evaluate the advantages and disadvantages of each option, together with its risks, benefits and potential impacts;

c) Assess which options are likely to attract private sector investment;

d) Recommend the preferred option with its impact on the financial and commercial viability, financial model and transaction structuring;

ii. Project Risks:

a) Identify the project risks;

b) Make assessment of each risk;

c) Allocation of each risk to the party that can best able to manage it;

d) Develop risk matrix;

e) Comment on project viability under PPP modality;

iii. Economic Analysis:

a) Value for Money (VfM) analysis based on public sector comparator model;

b) Economic IRR;

5.4.1.5 Legal and Regulatory 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 or implementing the Project?

c) Prepare draft bills, rules and regulations or any amendments in existing laws, rules and regulations, if required for the implementation of the Project.

d) Identify sector institutions and government entities related to the sector;
**Note:** Under Phase I, the Consultant shall be responsible to undertake all related surveys needed for preparation of feasibility study reports.

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

5.4.2.1 **Marketing**

a) Prepare information memorandum (IM) for each of the Sub-projects;

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;

d) Assist the Procuring Agency to establish a data room which will include all the relevant documents and information on the project for investor due diligence.

5.4.2.2 **Procurement Package**

a) Prepare Notices/Advertisement/Expression of Interest for Pre-qualifications, pre-qualification criteria, pre-qualification document, request for proposal (the RFP) documents, concession agreements and other project documents and project information memorandum for Bidders/Consultants/Consortia;

b) Presentation on feasibility study outcomes and proposed project structure to the PPP Policy Board and Sindh cabinet (if required) for necessary approvals;

5.4.2.3 **Issuance of Bid Documents**

a) Presentation of Project bidding documents to the technical & financial evaluation committee (TFEC) and other authorities (if needed), 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 SPP Rules;

5.4.2.4 **Submission of Bid Evaluation Report**

a) Assist the Procuring Agency in inviting proposals from the pre-qualified bidders or Bidders/Consortia 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 in evaluating the bids including technical and financial proposals.

c) Presentation of bid evaluation outcomes to the technical & financial evaluation committee (TFEC) and other authorities (if needed), for necessary approvals.


5.4.2.5 **Issuance of Letter of award/acceptance**
a) Presentation to PPP Policy Board regarding project investor solicitation process (bidding process & Preferred Bidder) and project cost as quoted by the Preferred Bidder 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 private party;

b) Presentation of project structure to the TFEC / PPP Policy Board for necessary approvals.

Assist in execution of the PPP agreement/concession agreement and other project documents between Government and special purpose vehicle/company (SPV) formed by the successful bidder of the project and lenders;

c) Draft and negotiate further project agreements including but not limited to independent engineer agreement, independent auditor agreement, shareholding agreement, equity funding & utilization agreement, price escalation agreement and escrow agreement.

**5.4.3.2 Financial Closure**

a) Review and provide feedback on draft financing term sheet and assess compliance of Concession Agreement and other procurement parameters of the project in the financing term sheet;

b) Review and finalize concession direct agreement;

c) Review and provide feedback on fulfillment of CPs of the concession agreement and those related to financial close;

d) Assist the Government in 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 x 0.8

2. Financial Bid opening

2.1 A Financial Proposal 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 x (RFSmin/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 x 0.20, FSw is weighted financial score.

Combined Score

2.4 The combined technical and financial score (CS) shall be calculated in the following manner, namely: CS = TSw + FSw.

2.5 Bid obtaining highest CS 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.

2.6 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:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Firm's relevant Experience</strong></td>
<td></td>
</tr>
<tr>
<td>Experience of feasibility study of a project related to development of tourism by any member of the Consortium (for public sector client), during last fifteen (15) years</td>
<td>20</td>
</tr>
<tr>
<td>04 or more Projects</td>
<td>20 Marks</td>
</tr>
<tr>
<td>03 Projects</td>
<td>15 Marks</td>
</tr>
<tr>
<td>02 Projects</td>
<td>10 Marks</td>
</tr>
<tr>
<td>01 Project</td>
<td>05 marks</td>
</tr>
<tr>
<td>Civil engineering Feasibility study experience of construction of buildings project (for public sector client) in the last 15 years</td>
<td>10</td>
</tr>
<tr>
<td>10 or more projects</td>
<td>10.00 marks</td>
</tr>
<tr>
<td>9 projects</td>
<td>9.00 marks</td>
</tr>
<tr>
<td>8 projects</td>
<td>8.00 marks</td>
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<tr>
<td>7 projects</td>
<td>7.00 marks</td>
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<tr>
<td>6 projects</td>
<td>6.00 marks</td>
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<td>5 projects</td>
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<td>4 projects</td>
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<td>3.00 marks</td>
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<tr>
<td>2 projects</td>
<td>2.00 marks</td>
</tr>
<tr>
<td>1 projects</td>
<td>1.00 marks</td>
</tr>
<tr>
<td>Experience in preparing EIA studies for road / highway / bridge infrastructure projects as per the safeguard policies / requirements of IFIs</td>
<td>05</td>
</tr>
<tr>
<td>05 or more Projects</td>
<td>05 Marks</td>
</tr>
<tr>
<td>04 Projects</td>
<td>04 Marks</td>
</tr>
<tr>
<td>03 Project</td>
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</tr>
<tr>
<td>02 Projects</td>
<td>02 marks</td>
</tr>
<tr>
<td>01 Project</td>
<td>01 mark</td>
</tr>
<tr>
<td>Experience of development of bidding package (including RFQ/RFP and draft agreement, etc.) of a PPP project by legal member firm of the Consortium</td>
<td>10</td>
</tr>
<tr>
<td>03 or more Projects</td>
<td>10 Marks</td>
</tr>
<tr>
<td>02 Projects</td>
<td>06 Marks</td>
</tr>
<tr>
<td>01 Project</td>
<td>03 marks</td>
</tr>
</tbody>
</table>

**Note:**

i. In case of the consortium marks will be allotted only once for the same project

ii. Experience of Advisors will only be considered for public sector clients unless the context otherwise requires

iii. Scores will be awarded to a Bidder based on milestones achieved for a project

iv. Bidders shall attach supporting document / evidence of experience
Developed financial model, risk matrix and project structuring for tourism projects under public/private sector

<table>
<thead>
<tr>
<th>Projects</th>
<th>Weightage</th>
</tr>
</thead>
<tbody>
<tr>
<td>03 or more</td>
<td>10 Marks</td>
</tr>
<tr>
<td>02</td>
<td>06 Marks</td>
</tr>
<tr>
<td>01</td>
<td>03 Marks</td>
</tr>
</tbody>
</table>

**TOTAL** 55

### 2. Key Professional Staff

*Key Professional Staff must not be more than 65 years of age, as on the date of bids Submission Deadline*

#### Financial Team

- Financial Team Leader: 07 marks
- Project Finance Specialist: 03 marks

#### Technical Team

- Tourism expert: 03 marks
- Sr. Engineer: 03 marks
- EIA Expert: 02 marks
- Social Safeguards Expert: 02 marks

#### Legal Team

- Legal Team Leader: 07 marks
- Legal Expert: 03 marks

**TOTAL** 30

### 3. Financial Capability

Average annual turn-over of last three (3) years

<table>
<thead>
<tr>
<th>Turn-over</th>
<th>Weightage</th>
</tr>
</thead>
<tbody>
<tr>
<td>PKR 200 million or above</td>
<td>05 marks</td>
</tr>
<tr>
<td>PKR 160 to 199.99 million</td>
<td>04 marks</td>
</tr>
<tr>
<td>PKR 120 to 159.99 million</td>
<td>03 marks</td>
</tr>
<tr>
<td>PKR 80 to 119.99 million</td>
<td>02 marks</td>
</tr>
<tr>
<td>PKR 40 to 79.99 million</td>
<td>01 mark</td>
</tr>
</tbody>
</table>

*Bidder (in case of Consortium, Lead Member) to submit audited financial statements of last three years. In case of a Consortium, financial capability of only the Lead Member will be considered*

### 4. Understanding of the Assignment and Proposed Methodology

- Understanding of the assignment: 02
- Proposed Methodology: 08

**TOTAL** 15

The Culture & Tourism Department may conduct presentation from Bidders during the evaluation period for clarity on Technical Proposal.

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

<table>
<thead>
<tr>
<th>#</th>
<th>FINANCIAL TEAM</th>
<th>Weightage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FINANCIAL TEAM</td>
<td>Weightage</td>
</tr>
</tbody>
</table>

**Total 100**
<table>
<thead>
<tr>
<th>Position</th>
<th>Qualification</th>
<th>Relevant Experience</th>
<th>Weightage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Financial Team Leader</td>
<td>CA/CFA/ICMA/ACCA/MBA (25%) Bachelors in Finance/Accounting/Business Admin (15%)</td>
<td>Experience of infrastructure transaction advisory</td>
<td></td>
</tr>
<tr>
<td>(Age limit = 65 years)</td>
<td></td>
<td>More than 10 years: 75%</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>7 years to less than 10 years: 60%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 years to less than 7 years: 40%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Less than 5 years: 20%</td>
<td></td>
</tr>
<tr>
<td>2. Project Finance Specialist</td>
<td>CA/CFA/ICMA/ACCA/MBA (25%) Bachelors in Finance/Accounting/Business Admin (15%)</td>
<td>Experience of developing financial models/financial structuring of infrastructure projects</td>
<td></td>
</tr>
<tr>
<td>(Age limit = 50 years)</td>
<td></td>
<td>More than 7 years: 75%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 years to less than 7 years: 60%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 years to less than 5 years: 40%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Less than 3 years: 20%</td>
<td></td>
</tr>
<tr>
<td>TECHNICAL TEAM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tourism expert</td>
<td>Masters in related field (25%) Bachelors in related field (15%)</td>
<td>Experience in Tourism sector</td>
<td></td>
</tr>
<tr>
<td>(Age limit = 65 years)</td>
<td></td>
<td>More than 10 years: 75%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>7-10 years: 60%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5-7 years: 40%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Less than 5 years: 15%</td>
<td></td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>Masters in transportation or structures (25%) Bachelors in civil engineering (15%)</td>
<td>Experience in relevant field</td>
<td></td>
</tr>
<tr>
<td>(Age limit = 65 years)</td>
<td>(PEC registration is mandatory)</td>
<td>More than 15 years: 75%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>10 years to less than 15 years: 60%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>7 years to less than 10 years: 40%</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Less than 7 years: 20%</td>
<td></td>
</tr>
<tr>
<td>EIA Expert</td>
<td>Minimum Masters in Environmental Engineering or allied Environmental Sciences/Management (25%)</td>
<td>Experience in conducting EIA studies</td>
<td></td>
</tr>
<tr>
<td>(Age limit = 60 years)</td>
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</tbody>
</table>
### Social Safeguards Expert
(Age limit = 60 years)

<table>
<thead>
<tr>
<th>Experience</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 10 years</td>
<td>75%</td>
</tr>
<tr>
<td>7 years to less than 10 years</td>
<td>60%</td>
</tr>
<tr>
<td>5 years to less than 7 years</td>
<td>40%</td>
</tr>
<tr>
<td>Less than 5 years</td>
<td>20%</td>
</tr>
</tbody>
</table>

**Qualification:**
Minimum Masters in Social Sciences or related field (25%)

**Relevant Experience**
Experience in conducting studies pertaining to social aspects such as baseline / demographic studies, involuntary resettlement studies and plans, as per national/provincial guidelines or IFIs standards.

<table>
<thead>
<tr>
<th>Experience</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 10 years</td>
<td>75%</td>
</tr>
<tr>
<td>7 years to less than 10 years</td>
<td>60%</td>
</tr>
<tr>
<td>5 years to less than 7 years</td>
<td>40%</td>
</tr>
<tr>
<td>Less than 5 years</td>
<td>20%</td>
</tr>
</tbody>
</table>

### Legal Team Leader
(Age limit = 65 years)

**Qualification:**
- LLM / Bar at Law (25%)
- LLB (15%)

**Relevant Experience**
Experience of legal advisory on infrastructure projects

<table>
<thead>
<tr>
<th>Experience</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 10 years</td>
<td>75%</td>
</tr>
<tr>
<td>7 years to less than 10 years</td>
<td>60%</td>
</tr>
<tr>
<td>5 years to less than 7 years</td>
<td>40%</td>
</tr>
<tr>
<td>Less than 5 years</td>
<td>20%</td>
</tr>
</tbody>
</table>

### Legal Expert
(Age limit = 50 years)

**Qualification:**
- LLM / Bar at Law (25%)
- LLB (15%)

**Relevant Experience**
Experience of drafting procurement documents e.g. (EOIs, RFQ, RFP), Concession/PPP agreements / EPC contracts / agreement negotiations

<table>
<thead>
<tr>
<th>Experience</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 7 years</td>
<td>75%</td>
</tr>
<tr>
<td>5 years to less than 7 years</td>
<td>60%</td>
</tr>
<tr>
<td>3 years to less than 5 years</td>
<td>40%</td>
</tr>
<tr>
<td>Less than 3 years</td>
<td>20%</td>
</tr>
</tbody>
</table>
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 (Government) or any administrative subdivision or agency thereof or any other entity owned or controlled by Government 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 Government, 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 Government 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 Government under any law, contract or other instrument, be voidable at the option of Government.

Notwithstanding any rights and remedies exercised by Government in this regard, [name of Supplier] agrees to indemnify Government for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government 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 Government.

Name of Buyer: …………………. Name of Seller/Supplier: ………………….
Signature: ………………………. Signature: ……………………………
[Seal] [Seal]
8. AFFIDAVIT

[ON STAMP PAPER OF REQUIRED VALUE]
[TO BE ATTESTED BY OATH COMMISSIONER]

To:
Culture & Tourism Department,
Government of Sindh

Re: Technical & Financial Feasibility study and Transaction Advisory Services for Thar Tourism Project

[Date]

Pursuant to the Request for Proposal document dated [Please insert the Date] in respect of the Project, [Insert Name of the Attorney] hereby represents and warrants that, as of the date of this letter, [Insert Name of Bidder/Member of Consortium]:

(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

NOTE: In case of Consortium, the Affidavit to be provided by each member of the Consortium
9. POWER OF ATTORNEY

Power of Attorney

[On Stamp Paper of the required value]

[To be notarized]

Know all men by these presents, we, __________________________ [insert name and address of the registered office of the firm] do hereby constitute, appoint and authorize Mr./Ms.___________________ [insert name and father name] who is presently employed with [us or the Lead Member of our Consortium] and holding the position of ___________________ as our Attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to the our bid for providing consultancy services in relation to the Thar Tourism Project (the “Project”), including signing, authenticating and submission of application / proposals (technical and financial) and affidavits, participating in conferences, responding to queries, submission of information / documents and generally to represent us in all its dealings with the Culture & Tourism Department, any other Government entity or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant Project documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For and on behalf of [insert name of the relevant Consortium Member]

Signature __________________________________________
Name, Title and: ______________________________________
Address: ____________________________________________
____________________________________________________

Signature of the Attorney __________________________________________
Name, Title and: ______________________________________
Address of the Attorney: __________________________________
____________________________________________________
Witnesses

Signature: __________________________

Name: __________________________

CNIC No.: __________________________

Signature: __________________________

Name: __________________________

CNIC No.: __________________________

Note:

a. In case of a consortium, a separate power of attorney (on this format) to be provided/executed by each member of the consortium (including Lead Member) in favor of a representative and attorney of the Lead Member of the consortium.

b. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

c. For a power of attorney executed and issued overseas, the same will also have to be legalized by the Pakistan Embassy and notarized in the jurisdiction where the power of attorney is being issued.