



Gwadar Development Authority

Request for Proposal (RFP)

Preparation of Comprehensive Tourism Strategy for
Gwadar

Table of Contents

Section	Description	Page No.
1	Notice Inviting Tender (NIT)	3
2	Instruction to Bidders (ITB)	6
3	Technical Proposal – Standard Form	21
4	Financial Proposal – Standard Form	33
5	Term of Reference (TOR)	40
6	Deliverables	43
7	General Conditions of Contract	45
8	Special Conditions of Contract including mode of billing	70

SECTION-1:
Notice Inviting Tender (NIT)

Notice Inviting Tender (NIT)

Hiring of a Consultant Firm/Company for Comprehensive Tourism Strategy for Gwadar

Background

Gwadar Development Authority (GDA) is a body corporate and established under the GDA act 2003, approved by Provincial Assembly of Balochistan. GDA intends to appoint a consultant for the preparation of Comprehensive Tourism Strategy for Gwadar Tehsil and its adjoining areas.

GDA welcomes the submission of **Technical and Financial Proposals** by Mail or by Hand from the Potential registered firms or Company in pursuant to section 72 of BPPRA rules 2014. TOR/RFP for “Hiring of a Consultant for Comprehensive Tourism Strategy for Gwadar” shall be available from the office of undersigned and also on the website of Balochistan Public Procurement Regularity Authority (BPPRA) and GDA. *(Please refer Instruction to Bidder and Term of Reference section for detailed understanding of the assignment)*

Mandatory Criteria

Besides other technical qualification requirements, the bidder should meet the following requirements:

1. Certificate of Incorporation/Registration of Company/Firm issued by relevant Authorities
2. Bidder should be registered with PEC/PCATP having relevant service code Feasibility Studies and Planning Studies.
3. Bidder should be on the **Active Taxpayer List** and hold a **valid NTN / Income Tax Registration**
4. **Bidder should also be Registered with Balochistan Revenue Authority (BRA)** and must have active status.
5. Must had an average annual turnover of at least PKR 50 Million in last three years as per **audited Financial Statements**
6. Must had similar experience of at least **two completed projects** accompanied with satisfied completion certificate in last ten years amounting to at least **PKR 7 Million each** relating to preparation of comprehensive Tourism Strategy for private or Public sector organizations
7. Should not be blacklisted by any semi or government institutions

Scope of Work

The following are the brief scope of professional services required: (Please refer Instruction to Bidder, Term of Reference and deliverables sections for detailed understanding of the assignment)

1. Baseline Assessment

a. Secondary Studies - Inside Gwadar Tehsil

- ▶ Studying existing tourism-related frameworks, guidelines, scheme, policies, acts and laws.
- ▶ Studying of Gwadar Integrated Smart Port City Master Plan 2019 specifically sections relating to Tourism Potential
- ▶ Evaluation of existing statistics and information on **tourist arrivals and visitations**.
- ▶ Evaluation of existing data on **tourism supply in Gwadar** (number of accommodation providers, tour operators, transportation providers, **Ferry Services** etc.)
- ▶ Sorting various accommodation providers based on their category, type and scale.

- ▶ Identification of attractions based on relevant themes such as eco-tourism, rural tourism, history tourism, wedding trips, Film-induced tourism, Intra District Ferry services etc.
- ▶ Collection of data about attractions such as Cricket, footfall, history, significance from various official sources.
- ▶ Geographic mapping of attractions to develop tourism circuits.
- ▶ Shortlisting of key attractions for intervention based on research.
- ▶ Identification of ownership and concerned authorities of each attraction.

b. Secondary Studies – Outside Gwadar Tehsil

- ▶ Assessment of connectivity on national, regional and local levels through various modes of transport including Potential of Ferry Services connecting Karachi to Gwadar District.
- ▶ Studying at least **Five** global Tourism destinations which are comparable to Gwadar along with proper report.

c. Conducting visitations to Key attractions and Stakeholders consultations

- ▶ Conducting gap assessment comparing existing assets and services to tourist expectations.
- ▶ Identification of overall goals and objectives for tourism in Gwadar tehsil and its adjoining areas
- ▶ Extensive consultation with all relevant stakeholders on prepared broad vision and strategy.
- ▶ Freezing on final list of attractions for intervention after extensive consultation.
- ▶ Consultations with local authorities to study impact of attraction (cultural, environmental, educational).

2. Conducting Primary Surveys

- ▶ The Consultant shall conduct survey which shall consider the following:
 - a. Preparation of approach and methodology for conducting surveys.
 - b. Preparation of the survey's questionnaire
- ▶ Create an IT solution for digitally inputting survey data.
- ▶ The Survey shall be conducted at major locations and with sample size of 10-15.

3. Tourism Development Strategy

1. Preparation of broad tourism vision, Objective and Mission for Gwadar Tehsil.
2. Preparing a detailed SWOT analysis of Gwadar as a Tourism destination.
3. Preparation & Prioritizing long, medium, and short-term Tourism plans and interventions keeping in line with the Gwadar Integrated Smart Port City Master Plan
4. Creating thematic circuits and clusters of attractions.
5. Complete mode of operation and financing which should include the estimated costs for potential interventions, Identification of various sources of funding/financing, expected cash flows and NPV of said project, mode of implementation, Quantification of Potential revenue to be generated from Tourism Industry in Gwadar Tehsil and its adjoining areas
6. Risk associated to this industry specific to Gwadar and response to assessed risks
7. Formulation of implementation strategy.
8. Revision of draft development strategy based on inputs.
9. Recommending ways to engage the local communities in tourism development

NOTICE INVITING TENDERS (NIT)

10. Creating a roadway, signage and wayfinding plan to improve tourism way findings
11. Creating online marketing plan including website, social media and other channels for marketing

(Please note that above Scope of Services specified are not exhaustive and the Consultant shall undertake such other tasks as may be necessary for the successful completion of this project).

Terms & Conditions

The following Terms and conditions should be noted:

- ▶ GDA will use “Quality and Cost Based Selection Method” under “Single Stage Two Envelope Methods” of selection of a Consultant under Balochistan Public Procurement Rules,2014.
- ▶ Detailed RFP can be obtained from the office of **Project Director (CTS), Gwadar Development Authority, Marine Drive, Gwadar, Balochistan** on any Working day during Office Hours on Payment of bidding Document Fee of PKR **5,000/** by using the following account details. The Bidders, who downloaded the Documents from BPPRA or GDA’s Website, should submit the Tender Fee of PKR **5,000/-** In shape of PO/DD at the time of Submission of Bid Document.

Account Title: GDA – Accumulated Collection or Fund

Account No: 3002-0081-0083-6601

Bank: Bank Al Habib Limited

- ▶ Bidders are required to submit their Bids by **11:00 AM on 20 July 2022** to the office of the Procurement Specialist, Gwadar Development Authority, Marine Drive, Gwadar. Technical Bid will be opened on the same day at 12:00 PM in the presence of the Bid Evaluation Committee and also in presence of the authorized representative of the bidders. **Financial Bid must include 2% Bid Security in shape Deposit at Call or Bank Guarantee issued by a scheduled Bank in Pakistan. Further, BID Validity period should be 90 days after the date of Opening of Financial Proposal.**
- ▶ Further, successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee or AA Rating insurance company:10%
- ▶ Any Bidder providing unsubstantial, incomplete and/or incorrect information are liable to be disqualified. Further, any query (ies) relating to this project shall be in Writing and should be addressed to the undersigned. Information obtained from any other source shall not be deemed official. Further bidder may ask for clarification of bidding document at least 5 days prior to the date of submission of bidding documents.
- ▶ GDA reserves the right to cancel this bidding process at any time prior to award of contract.

Project Director (CTS)
Gwadar Development Authority

SECTION-2:
INSTRUCTIONS TO CONSULTANTS
(INCLUDING DATA SHEET)

INSTRUCTIONS TO CONSULTANTS

[Note to the Procuring Agency, this Section 1 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Procuring Agency, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)]

1. Definitions

- (a) **“Client/Procuring Agency (PA)”** means the department with which the selected Consultant signs the Contract for the Services.
- (b) **“Consultant”** means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (c) **“Contract”** means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) **“Data Sheet”** means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) **“Day”** means calendar day including holiday.
- (f) **“Government”** means the Government of Balochistan.
- (g) **“Instructions to Consultants”** (Section 1 of the RFP) means the document which provides short listed Consultants with all information needed to prepare their Proposals.
- (h) **“LOI”** means the Letter of Invitation sent by the procuring agency to the Consultant.
- (i) **“Proposal”** means the Technical Proposal and the Financial Proposal.
- (j) **“RFP”** means the Request for Proposal prepared by the Procuring Agency for the selection of Consultants.
- (k) **“Sub-Consultant”** means any person or entity to whom the Consultant subcontracts any part of the Services.
- (l) **“Terms of Reference” (TOR)** means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant) from the shortlisted consultants, in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, 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.
- 2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 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.
- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3.Conflict of Interest

- 3.1.1 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. 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.
- 3.1.2 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 Personnel and Sub-Consultants) 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 Personnel and Sub-Consultants) 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

	<p>Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.</p>
Conflicting Relationships	<p>3.2 Government officials and civil servants may be hired as consultants only if:</p> <ul style="list-style-type: none">(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.
4. Fraud and Corruption	<p>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 PPRA 2013 which defines:</p> <p>"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;</p> <p>Under Rule 35 of PPRA 2013, "The PA 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 PPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".</p>
5. Integrity Pact	<p>Pursuant to Rule 89 of PPR 2015 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed PKR 2.5 million.</p>
6. Eligible Consultants	<p>6.1 If short listing process has been undertaken through Request of Expression of Interest (REOI), as outlined in PPRA 2013 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.</p> <p>6.2 Short listed consultants emerging from request of expression of interest are eligible.</p>
7. Eligibility of Sub-Consultants	<p>A short listed Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.</p>
8. Only one Proposal	<p>Short listed 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 Sub-Consultant, including individual experts, to more than one proposal is not allowed.</p>
9. Proposal Validity	<p>9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International Competitive Bidding (ICB). During this period, Consultants shall</p>

maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be less than two percent and shall not exceed five percent of bid amount).

10. Clarification and Amendment in RFP Documents

10.1 Consultants may request for a clarification of contents of the bidding document in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

11.1 In preparing their Proposal, 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.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

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.

13. Technical
Proposal Format
and Content

- 13.1 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
 - (iv) Proposed professional staff must, at minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
 - (v) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) shall submitted for each position.
- 13.2 The Technical Proposal shall provide the following information using the attached Standard Forms:
- (i) A brief description of the consultant organization and an outline of recent experience on assignments 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 PA.
 - (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing.
 - (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include degree and responsibility held in various assignments during the last. (Refer Data Sheet) Years.
 - (v) 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.

- (vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (vii) Any additional information requested in the Data Sheet.

- 13.3 The Technical Proposal shall not include any financial information
- 14. Financial Proposals
 - 14.1 The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively, Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. 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.
- 15. Taxes
 - 15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.
- 16. Submission, Receipt, and Opening of Proposals
 - 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 and FIN-1. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.
 - 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.
 - 16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
 - 16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

17. Proposal Evaluation .17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA 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.
18. Evaluation of Technical Proposals 18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.
- In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.
- Public Opening and Evaluation of Financial Proposals: (LCS , QCBS, and Fixed Budget Selection Methods Only)
- 18.2 After the technical evaluation is completed, the PA 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 consultants who failed to secure minimum qualifying marks shall be returned unopened.
19. Evaluation of Financial Proposals 19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark 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.
- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3 In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.
- 19.4 In case of Quality and Cost Based Selection QCBS Method the lowest

evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.
20. Negotiations
- 20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA 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.
21. Technical negotiations
- 21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.
22. Financial negotiations
- 22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached (i.e. Financial Proposal - Standard Forms of this RFP).
23. Availability of Professional staff/experts
- 23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA 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 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.

24. Award of Contract

- 24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority 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.
- 24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in date sheet.
- 24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

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

DATA SHEET

The following specific data for the Works to be bid shall complement, amend, or supplement the provisions in the Instructions to Consultants. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders and wherever there is a conflict with BPPRA, BPPRA shall prevail. Also, words PPRA 2013 should be replaced with BPPRA 2014 where ever applicable)

Clause No	Description
2	Name of the Assignment is: <u>Hiring of a Registered Consultant's Firm/Company for Comprehensive Tourism Strategy for Gwadar</u> The Name of the PA's official (s): <u>Gwadar Development Authority (GDA)</u> Address: <u>Office of the Project Director (CTS)</u> <u>Gwadar Development Authority</u> <u>Marine Drive, Gwadar.</u> <u>Telephone No: 086 – 4210594</u> <u>Fax No: +92-86-9201020</u>
2.1	The method of selection is: <u>Quality and Cost Based Selection Method</u>
2.2	Technical and Financial Proposals (both) / Financial Proposal to be submitted together with Technical Proposal Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> . (Use Separate Envelope for each sealed Proposal)
2.3	Pre-proposal conference will not be held
2.5	The Client will provide the following inputs & facilities: Refer FIN 2 & 3
4	Replace "PPRA 2013" with "BPPRA 2014" and "Rule 35 of PPRA" with "Rule 23 of BPPRA"
5	Replace "Rule 89 of PPRA 2015" with "Rule 79 of BPPRA"
5.1	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million as per form attached in this RFP
6.1 & 7	Replace "PPRA 2013" with "BPPRA 2014" Shortlisted Consultants may associate with other shortlisted Consultants: No
9.1	Proposals validity: 90 days (National Bidding)
9.2	Bid Security: 2% of the bid amount in form of Deposit at call or Bank Guarantee by a schedule Bank (Mandatory)
10.1	Clarifications may be requested not later than Five (05) days before the submission date. The address for requesting clarifications is: same as provided in Clause 2 above
11.2	Please refer to the RFP for estimate number of Professional Staff and working days: Form Tech -5
12	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.
13.1 (i)	Sub Letting any part of the scope of work to any other Sub Consultant is not allowed.
13.1 (ii)	For Staff days on the project, Please refer form Tech - 5
13.1(iii)	Proposed Key Staff shall be preferably be permanent employee, who are employed with the Consultant atleast 05 Years prior to the submission of Proposal. False statement will lead to proposal rejection.
13.2 (i)	Firms should submit details of at least two completed Assignment amounting to PKR 5 Million each as specified in TOR during past 10 years

Section-2: Instructions to Consultants (including Data Sheet)

13.2 (iii)	CVs should contain details of Similar Assignments as specified in TOR done by the individuals in the past 10 years.
13.2(vi)	Training is a specific component of this assignment: Yes _ No <input checked="" type="checkbox"/>
15.1	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable: YES
16.2	Consultant must submit the original and one (01) copy of the Technical Proposal, and the original of the Financial Proposal.
16.4	The Proposal submission address is same as provided in Clause 2 above Proposals must be submitted not later than: Refer NIT.

18.1 Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:

Sr.	Criteria	Points
(i)	Registered Company/Firm Established (No of Years)	[10]
(ii)	Financial Capabilities of the Consultant	[20]
(iii)	General Experience of Firm/Company	[10]
(iii)	Specific Experience of Firm/Company	[20]
(IV)	Team Qualification & Experience	[30]
(V)	Approach & Methodology	[10]
	Total	[100]

Detailed Technical Requirements

Factors to be considered	Max Marks	Documents to be attached
<u>Firm/Company established (No of Years)</u> (1 to 5 Years – 5 marks) (More than 5 Years – 10 Marks)	10	a. Acknowledgment certificate by registrar of the firms or relevant authority
<u>Financial Capabilities of the Registered Firm/Company</u> As per audited Financial Statements Average Annual Turnover for last three years 50 to 75 Million – 10 Marks Above 75 Million – 20 Marks	20	Last three Audited Financial Statements along with tax returns to be submitted
<u>General Experience of the Firm/Company</u> Experience in preparing or formulating Master Plan, Urban Planning & Design, City & Regional Planning or Urban Development etc. in last 10 years.	10	a. Complete Company/Firm’s profile along with POs, & Completion Certificate b. Any project with incomplete

Section-2: Instructions to Consultants (including Data Sheet)

			documents will be rejected. Certificates etc.
	<p><u>Specific Experience of the Firm/Company</u></p> <p>Experience relating to comprehensive tourism strategy in last ten years.</p> <p>At least Two Projects amounting to PKR 7 Million each – 10 Marks</p> <p>More than 2 Projects – 5 Marks for each additional Project.</p>	20	<p>Complete Company/Firm's profile along with POs, award of contracts, Completion Certificates etc.</p> <p>Any project with incomplete documents will be rejected.</p>
	<p><u>Team Qualification & Experience</u></p> <p>1. <u>Urban Planning & Design Specialist</u></p> <p>Responsible for overall engagement.</p> <p>(Post-graduate Degree in City & Regional Planning, Urban Planning, Urban Development with at least 10 Years of Relevant Experience or Graduate Degree in City & Regional Planning, Urban Planning or Urban Development with at least 15 Years of Relevant Experience) (Marks 5)</p> <p>2. <u>Financial Expert</u></p> <p>Must be member of Institute of Chartered Accountants of Pakistan or Institute of Cost & Management Accountant of Pakistan with at least post qualification experience of 5 Years– (Marks 5)</p> <p>3. <u>Marketing Expert</u></p> <p>MBA with specialization in Marketing or Masters in Marketing with HEC recognized university or reputable foreign university and should have minimum experience of 10 years in the field of Marketing with Public or Private or Autonomous Institutions. (Marks 5)</p> <p>4. Tourism and Hospitality Specialist, masters in tourism, 3-5 years' experience (Marks 5)</p> <p>5. Market Research Analyst with specialization in Tourism Market (Sales and Marketing experience in the Tourism Industry. (Marks 5)</p> <p>6. <u>Supporting Staffs</u></p> <p><u>Sufficient Qualified and experience supporting staffs to make this projects successful (Marks 5)</u></p>	30	<p>Team Profile along with detailed CVs and respective Registration Certificates or licenses should be attached.</p>

Section-2: Instructions to Consultants (including Data Sheet)

	Approach & Methodology	10	
	A. Presentation on Approach & Methodology and concept note (Marks 5)		
	B. Work Plan & timeline [5 Marks]		
	Total – Technical	100	
	<p>Please Note the following:</p> <p>Total weight 100%</p> <p>▶ The minimum Technical Score required to pass the Technical Qualification stage is Minimum 70 Marks out of 100 Marks</p> <p>Total Weight Sub – allocation Technical = 80 % Financial = 20 %</p> <p>The formula for determining the Financial Score is the following: $S_f = 100 \times F_m / F$ Where, S_f is the Financial Score; F_m is the Lowest Price and F the Price of the Proposal under consideration.</p>		
20.1	Expected date and address for contract negotiations:	To be notified to successful consultant	
24.2	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee or AA Rating insurance company : 10%		
24.3	Expected date for commencement of consulting services:	To be notified to the successful consultant	
	Location of Services:	Gwadar & Remotely	

Section - III

TECHNICAL PROPOSAL - STANDARD FORMS

Section 3.

Technical Proposal - Standard Forms

Form	Description
Form Tech - 1	Technical Proposal Submission Form
Form Tech - 2	Consultant Organization and Experience
Form Tech - 3	Comments and Suggestion on the TOR
Form Tech - 4	Description of Approach and Methodology
Form Tech - 5	Team Composition and Task Assignment
Form Tech - 6	Curriculum Vitae (CV) for Proposed Professional Staff
Form Tech - 7	Staff Schedule
Form Tech - 8	Work Schedule

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

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 envelop.

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: _____

FORM TECH-2. CONSULTANT’S ORGANIZATION AND EXPERIENCE

A - Consultant’s Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity for this assignment along with organogram.]

Sr. No	Description	Details
1	Bidder’s legal name	
2	Bidder’s year of constitution/incorporation	
3	Bidder’s legal address	
4	Practicing licenses #	
4	Bidder’s authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
5	Name, License Number and details of dealing Partner/CEO (Nominated by the Firm/Company for this assignment)	
6	Active Taxpayer Status	
7	NTN and STRN number	
<p>Attached are copies of the following original documents:</p> <ol style="list-style-type: none"> 1. Certificate of incorporation or registration 2. Authorization (Authority Letter) to represent the firm/company named in above. 3. Proof of being Active Taxpayer. 4. Copy of NTN & STRN and Balochistan Revenue Authority (BRA) Registration Certificate. 5. Undertaking of non-ineligibility / blacklisting in accordance with Form T2. 		

B - Consultant's Experience

Sr. No	Specific Experience relating to	Details
1	<p><u>General Experience of the Firm/Company</u> Experience in preparing or formulating Master Plan, Urban Planning & Design, City & Regional Planning or Urban Development etc. in last 10 years.</p>	<p>Each Assignment Description including name of Procuring agency, start and end date, approx. value of the contract.</p>
2	<p><u>Specific Experience of the Firm/Company</u> Experience in least two Projects relating to comprehensive tourism strategy in last ten years. Two Completed Tourism related Projects amounting to PKR 7 Million each - 10 Marks Above 2 Projects – 5 Marks for each additional Project.</p>	<p>Name, and staff details along with duration of the project.</p>
<p>Sufficient evidences should be attached to including POs, Award of Work, work completion certificates etc. Project will be rejected in case of incomplete documentations.</p>		<p>PO, Completion certificate should be attached.</p>

FORM TECH-3.

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE PA**

A - On the Terms of Reference

[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.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the PA according to the Data Sheet including: administrative support, office space, etc.]

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

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (max 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) *Technical Approach and Methodology,*
- b) *Work Plan, and*
- c) *Organization and Staffing,*

a) **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.*

b) **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 PA), 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 TECH-8.***

c) **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 ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **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:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [Indicate significant training since degrees under 5 - Education were obtained]:

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]:

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

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

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned in Past 10 Years (relevant
-----------------------------	--

Section-3: Technical Proposal – Standard Forms

<p><i>[List all tasks to be performed under this assignment]</i></p>	<p>to TOR)</p> <p><i>[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 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>PA: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, 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

 Full time input
 Part time input

Year: _____		Staff input (in the form of a bar chart) ²												Total staff-month input		
No	Name of Staff	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field ³	Total
Foreign																
1		[Home]														
		[Field]														
2																
3																
													Subtotal			
Local																
1		[Home]														
		[Field]														
2																
													Subtotal			
													Total			

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

FORM TECH-8. WORK SCHEDULE

N°	Activity ¹												
		1	2	3	4	5	6	7	8	9	10	11	12
1													
2													
3													
4													
5													
n													

1 Indicate all main activities of the assignment, including delivery of reports, and other benchmarks such as PA 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

SECTION-4
FINANCIAL PROPOSAL - STANDARD FORMS

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted 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 para. 14.1 of Section 1.

- ▶ Form FIN-1. Financial Proposal Submission Form
- ▶ Form FIN-2. Summary of Costs
- ▶ Form FIN-3. Breakdown of Costs by Activity
- ▶ Form FIN-4. Breakdown of Remuneration along with Out of Pocket Expenses

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, [insert name of Bidder], registered as partnership firm or company, having registration number [•], under the laws of Islamic Republic of Pakistan, (the "Bidder") do hereby solemnly declare that we have read and understood the complete scope of the Services and any obligations (direct or indirect) and unconditionally offer to perform, without any omission, reservation, deviations or conditions and subject to conditions / instructions, issued by the government from time to time, applicable on the GDA:

Our attached financial Proposal for Consultancy Services for the Project **"Comprehensive Tourism Strategy for Gwadar Tehsil and its adjoining areas"** as required, amounting PKR _____, (see FIN -2 for details), all-inclusive fixed (one-figure) value that includes all direct and indirect costs, relevant taxes and other costs, applicable on the Bidder or incidental to any activity necessary for the performance and provision of Services.

Such all-inclusive fixed (one-figure) values shall also include all costs, profits, risks, uncertainties and unknowns so as to enable the Bidder to unconditionally discharge its obligations, whether direct or indirect, under the Services Agreement. The Bidder may make any assumptions necessary to finalize the Financial Proposal, however, the GDA shall only be obligated to make payments for the satisfactory work done and up to the limit of proposed amounts by bidder. Any omission, reservation, deviation or condition included in the Financial Proposal to the contrary may cause the Bid to be declared non-responsive.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 9.1 of 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: _____

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

FORM FIN-2. SUMMARY OF COST

Particulars	Amount in PKR
1. All Inclusive Service Fee in PKR for Required Scope of Work (Refer Form FIN-3 for details)	
a. Remuneration for the Professional Personnel (Inclusive of all Personnel Allowances)	
b. Travelling, Food & Lodging Expenses	
c. Printing and Stationary Expenses	
d. On site expenses	
e. Any other expenses deemed necessary for this Project	
Total	
2. All relevant taxes, duties etc.	
3. Grand Total – in Figures	
4. Grand Total – in Words	

Please Note that

1. **Service Fee**, should be all-inclusive fixed (one-figure) value that includes all relevant taxes and other costs, applicable on the Bidder or incidental to any activity necessary for the performance and provision of Services. Such all-inclusive fixed (one-figure) values shall also include all costs, profits, risks, uncertainties and unknowns so as to enable the Bidder to unconditionally discharge its obligations, whether direct or indirect, under the Service Agreement.
2. **Service Fee** should be inclusive of all costs excluding Balochistan Sales Tax. However total cost in (a) will include all other relevant taxes such as withholding tax and stamp duties etc. Such total costs must coincide with the sum of the relevant Forms FIN-3 provided with the Proposal
3. **Payments would be made on the basis of deliverables and post acceptance by the Competent Authority. Please refer Deliverable and mode of payment section for details.**

FORM FIN-3. BREAKDOWN OF REMUNERATION¹

1. FORM FIN-3. BREAKDOWN OF REMUNERATION

Sr.	Position	Please Refer Below table	Input		Staff Rate/hour (PKR)	All Inclusive Service Fee in PKR
			Staff	Total Hours for Required Scope of work		
1	Urban Planning & Design Specialist	A	1			
2	Financial Expert	B	1			
3	Marketing Expert	C	1			
4	Tourism & Hospitality Specialist	D	1			
5	Market Research Analyst	E	1			
3	Support Staff – <i>(No. on the discretion of the bidder to perform the required work)</i>	F	-			
4	Any other staff deemed necessary to perform the required work	G	-			
Total						

2. Further Breakdown of Proposed Hours for each TOR (Please see mode of billing and deliverable section for further details)

Sr.	Term of Reference	Urban Planning	Financial Expert	Marketing Expert	Tourism Specialist	Market Research Analyst	Others
		Hours	Hours	Hours	Hours	Hours	Hours
1	Specific Category -1 Project Inspection Report						
2	<u>Specific Category - 2</u> <u>Baseline Assessment</u> a. Secondary Studies - Inside Gwadar Tehsil ▶ Studying existing tourism-related frameworks, guidelines, scheme, policies, acts and laws.						

	<ul style="list-style-type: none"> ▶ Studying of Gwadar Integrated Smart Port City Master Plan 2019 specifically section relating to Tourism Potential ▶ Evaluation of existing statistics and information on tourist arrivals and visitations. ▶ Evaluation of existing data on tourism supply in Gwadar (number of accommodation providers, tour operators, transportation providers, Ferry Services etc.) ▶ Sorting various accommodation providers based on their category, type and scale. ▶ Identification of attractions based on relevant themes such as eco-tourism, rural tourism, wellness tourism, religious tourism, history tourism, wedding trips, Film-induced tourism, Intra District Ferry services etc. ▶ Collection of data about attractions such as Cricket, football, history, significance from various official sources. ▶ Geographic mapping of attractions to develop tourism circuits. ▶ Shortlisting of key attractions for intervention based on research. ▶ Identification of ownership and concerned authorities of each attraction. <p>b. Secondary Studies – Outside Gwadar Tehsil</p> <ul style="list-style-type: none"> ▶ Assessment of connectivity on national, regional and local levels through various modes of transport including Potential of Ferry Services connecting Karachi to Gwadar District. ▶ Studying at least Five global Tourism destinations which are comparable to Gwadar along with proper report. <p>c. Conducting visitations to Key attractions and Stakeholders consultations</p>					
--	--	--	--	--	--	--

Section-4: Financial Proposal - Standard Forms

	<ul style="list-style-type: none"> ▶ Conducting gap assessment comparing existing assets and services to tourist expectations. ▶ Identification of overall goals and objectives for tourism in Gwadar tehsil. ▶ Extensive consultation with all relevant stakeholders on prepared broad vision and strategy. <p><u>Conducting Primary Surveys</u></p> <ul style="list-style-type: none"> ▶ The Consultant shall conduct survey which shall consider the following: <ul style="list-style-type: none"> a. Preparation of approach and methodology for conducting surveys. b. Preparation of the survey’s questionnaire ▶ Create an IT solution for digitally inputting survey data. ▶ The Survey shall be conducted at major locations and with sample size of 10-15. ▶ 						
3	<p><u>Specific category -3</u></p> <p><u>Draft Tourism Development Strategy</u></p> <ul style="list-style-type: none"> ▶ Preparation of broad tourism vision, Objective and Mission for Gwadar Tehsil. ▶ Preparing a detailed SWOT analysis of Gwadar as a Tourism destination. ▶ Preparation & Prioritizing long, medium, and short-term Tourism plans and interventions keeping in line with the Gwadar Integrated Smart Port City Master Plan ▶ Creating thematic circuits and clusters of attractions. ▶ Estimation of costing for potential interventions. 						

Section-4: Financial Proposal - Standard Forms

	<ul style="list-style-type: none"> ▶ Identification various sources of funding and mode of implementation. ▶ Quantification of Potential revenue to be generated from Tourism Industry in Gwadar Tehsil ▶ Formulation of implementation strategy. ▶ Revision of draft development strategy based on inputs. Including ways to engage the local communities in tourism development 						
4	<p><u>Specific Category -4</u></p> <p><u>Comprehensive Tourism Development Strategy</u></p>						
Total Hours to be utilized for this project		XX	XX	XX			XX

Note

1. Propose Engagement Team total hours to be utilized for the required scope of work. Further, Scope of work wise hour's breakdown is also required.
2. Payments would be made on the basis of actual hours consumed but limited to proposed hours by bidder. Please refer Deliverable and mode of payment section for details.

SECTION-5
TERMS OF REFERENCE

Section 5 : TERMS OF REFERENCE (TOR)

Background

Gwadar Development Authority (GDA) is a body corporate and established under the GDA act 2003, approved by Provincial Assembly of Balochistan. GDA intends to appoint a Consultant Firm/Company for preparation of Comprehensive Tourism Strategy for Gwadar.

Term of Reference (TOR)

This section provides an indicative scope of work for the hiring of Consultancy Firm. Without prejudice to the generality of foregoing clause, the specific tasks and activities include, but are not limited to, the following:

- I. **Baseline Assessment**
- II. **Development of Vision Document**
- III. **Comprehensive Tourism Development Strategy**

The following are the brief scope of professional services required: (Please refer Instruction to Bidder, Term of Reference and deliverables sections for detailed understanding of the assignment)

I. Baseline Assessment

A.Secondary Studies - Inside Gwadar Tehsil

- ▶ Studying existing tourism-related frameworks, guidelines, scheme, policies, acts and laws.
- ▶ Studying of Gwadar Integrated Smart Port City Master Plan 2019 specifically sections relating to Tourism Potential
- ▶ Evaluation of existing statistics and information on **tourist arrivals and visitations**.
- ▶ Evaluation of existing data on **tourism supply in Gwadar** (number of accommodation providers, tour operators, transportation providers, **Ferry Services** etc.)
- ▶ Sorting various accommodation providers based on their category, type and scale.
- ▶ Identification of attractions based on relevant themes such as eco-tourism, rural tourism, history tourism, wedding trips, Film-induced tourism, Intra District Ferry services etc.
- ▶ Collection of data about attractions such as Cricket, footfall, history, significance from various official sources.
- ▶ Geographic mapping of attractions to develop tourism circuits.
- ▶ Shortlisting of key attractions for intervention based on research.
- ▶ Identification of ownership and concerned authorities of each attraction.

B. Secondary Studies – Outside Gwadar Tehsil

- ▶ Assessment of connectivity on national, regional and local levels through various modes of transport including Potential of Ferry Services connecting Karachi to Gwadar District.
- ▶ Studying at least **Five** global Tourism destinations which are comparable to Gwadar along with proper report.

C. Conducting visitations to Key attractions and Stakeholders consultations

- ▶ Conducting gap assessment comparing existing assets and services to tourist expectations.
- ▶ Identification of overall goals and objectives for tourism in Gwadar tehsil and its adjoining areas
- ▶ Extensive consultation with all relevant stakeholders on prepared broad vision and strategy.
- ▶ Freezing on final list of attractions for intervention after extensive consultation.
- ▶ Consultations with local authorities to study impact of attraction (cultural, environmental, educational).

II. Conducting Primary Surveys

- ▶ The Consultant shall conduct survey which shall consider the following:
 - a. Preparation of approach and methodology for conducting surveys.
 - b. Preparation of the survey's questionnaire
- ▶ Create an IT solution for digitally inputting survey data.
- ▶ The Survey shall be conducted at major locations and with sample size of 10-15.

III. Tourism Development Strategy

- ▶ Preparation of broad tourism vision, Objective and Mission for Gwadar Tehsil.
- ▶ Preparing a detailed SWOT analysis of Gwadar as a Tourism destination.
- ▶ Preparation & Prioritizing long, medium, and short-term Tourism plans and interventions keeping in line with the Gwadar Integrated Smart Port City Master Plan
- ▶ Creating thematic circuits and clusters of attractions.
- ▶ Complete mode of operation and financing which should include the estimated costs for potential interventions, Identification of various sources of funding/financing, expected cash flows and NPV of said project, mode of implementation, Quantification of Potential revenue to be generated from Tourism Industry in Gwadar Tehsil and its adjoining areas
- ▶ Risk associated to this industry specific to Gwadar and response to assessed risks
- ▶ Formulation of implementation strategy.
- ▶ Revision of draft development strategy based on inputs.
- ▶ Recommending ways to engage the local communities in tourism development
- ▶ Creating a roadway, signage and wayfinding plan to improve tourism way findings

- ▶ Creating online marketing plan including website, social media and other channels for marketing

(Please note that above Scope of Services specified are not exhaustive and the Consultant shall undertake such other tasks as may be necessary for the successful completion of this project).

Section - 6

Deliverables & Payment

S. No	Deliverables	Payment (%) of Total Amount
1	Project Inception Report	10%
2	Submission of Primary and Secondary Data Analysis Report	20%
3	Submission of Draft Comprehensive Tourism Development Strategy for Gwadar Tehsil	30%
4	Submission of Final Comprehensive Tourism Development Strategy for Gwadar and capacity building of Key stakeholders for the implementation of the Plan.	40%
It should be noted that payment will be made only after written approval by the Competent Authority regarding each deliverables and its acceptance		

SECTION 7
GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

TABLE OF CONTENTS

- 1. FORM OF CONTRACT**
- II. GENERAL CONDITIONS OF CONTRACT**
- 1. GENERAL PROVISIONS**
 - 1.1 Definitions
 - 1.2 Law Governing the Contract
 - 1.3 Language
 - 1.4 Notices
 - 1.5 Location
 - 1.6 Authorised Representatives
 - 1.7 Taxes
 - 1.8 Leader of Joint Venture
 - 1.9 Relation between the Parties
 - 1.10 Headings
- 2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT**
 - 2.1 Effectiveness of Contract
 - 2.2 Termination of Contract for Failure to Become Effective
 - 2.3 Commencement of Services
 - 2.4 Expiration of Contract
 - 2.5 Modification
 - 2.6 Extension of Time for Completion
 - 2.7 Force Majeure
 - 2.7.1 Definition
 - 2.7.2 No Breach of Contract
 - 2.7.3 Extension of Time
 - 2.7.4 Payments
 - 2.8 Suspension of Payments by the Client
 - 2.9 Termination
 - 2.9.1 By the Client
 - 2.9.2 By the Consultants
 - 2.9.3 Cessation of Services
 - 2.9.4 Payment upon Termination
 - 2.9.5 Disputes about Events of Termination
- 3. OBLIGATIONS OF THE CONSULTANTS**
 - 3.1 General
 - 3.1.1 Standard of Performance
 - 3.1.2 Law Governing Services
 - 3.2 Consultants Not to Benefit from Commissions, Discounts, etc.
 - 3.3 Confidentiality
 - 3.4 Liability of the Consultants
 - 3.5 Other Insurances to be Taken out by the Consultants
 - 3.6 Consultants' Actions Requiring Client's Prior Approval
 - 3.7 Reporting Obligations

- 3.8 Documents Prepared by the Consultants to be the Property of the Client
- 3.9 Equipment and Materials Furnished by the Client
- 3.10 Accounting, Inspection and Auditing

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

- 4.1 General
- 4.2 Description of Personnel
- 4.3 Approval of Personnel
- 4.4 Working Hours, Leave, Overtime, etc.
- 4.5 Removal and/or Replacement of Personnel
- 4.6 Resident Project Manager

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance, Coordination and Approvals
 - 5.1.1 Assistance
 - 5.1.2 Co-ordination
 - 5.1.3 Approvals
- 5.2 Access to Land
- 5.3 Change in the Applicable Law
- 5.4 Services and Facilities
- 5.5 Payments
- 5.6 Counterpart Personnel

6. PAYMENTS TO THE CONSULTANTS

- 6.1 Cost Estimates, Ceiling Amount
- 6.2 Remuneration and Reimbursable Direct Costs (Non-salary Costs)
- 6.3 Currency of Payment
- 6.4 Mode of Billing and Payment
- 6.5 Delayed Payments
- 6.6 Additional Services
- 6.7 Consultants' Entitlement to Suspend Services

7. FAIRNESS AND GOOD FAITH

- 7.1 Good Faith
- 7.2 Operation of the Contract

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement
- 8.2 Dispute Settlement

9. INTEGRITY PACT

II. SPECIAL CONDITIONS OF CONTRACT

IV. APPENDICES

Appendix A- Description of the Services

Appendix B- Reporting Requirements

Appendix C- Key Personnel and Subconsultants

Appendix D- Breakdown of Contract Prices in Foreign Currency **(N/a)**

Appendix E- Breakdown of Contract Prices in Local Currency

Appendix F- Services and Facilities to be Provided by the Client **(N/a)**

Appendix G- Integrity Pact

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan;
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (n) "Subconsultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;

- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Sub consultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representative. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties. **(see bidding data sheet for location of services)**

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorized Representatives.

1.7 Taxes

Unless specified, the Consultants, Subconsultants, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law.

1.8 Leader of Joint Venture

In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in SC, to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client. **(N/A)**

1.9 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.10 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

2.3 Commencement of Services The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

The term "Completion of Services" is as specified in the SC.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be mutually agreed and signed by both the Parties.

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

2.7.3 Extension of Time

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

2.7.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

2.8 Suspension of Payments by the Client

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Sub-Clause 2.9.1:

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.

2.9.3 Cessation of Services

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

- (a) remuneration and out of pocket **(but shall not exceed 10% of service fee)** pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraphs (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subconsultants or third parties, if any.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultants, as well as the Personnel of the Consultants and any Subconsultants, comply with the Applicable Law.

3.2 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Subconsultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.3 Confidentiality

The Consultants, their Subconsultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned herein below.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for the services.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before

commencing the Services and the cost of procuring such cover shall be borne by the Consultants.

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (c) any other action that may be specified in the SC.

3.7 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix. **(See Deliverable section for details)**

2.8 Documents Prepared by the Consultants to be the Property of the Client

All plans, diagrams, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

Restriction(s) about the future use of these documents, is specified in the SC.

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, **if any**, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.10 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

- (a) The title, activities of job description and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in Appendix C.
- (b) Adjustment with respect to the estimated periods of engagement of various salary grades of the Personnel set forth in Appendix C may be made by the Consultants in accordance with the actual requirements of the Contract to ensure efficient performance of the Services, provided that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Sub-Clause 6.1(a) of this Contract.

4.3 Approval of Personnel

The Key Personnel listed by title as well as by name in Appendix C are deemed to be approved by the Client. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within fourteen (14) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Leave, Overtime, etc.

Working Hours for Key Personnel are set forth in Appendix-C hereto. *(See FIN-3 for detailed breakdown of the costs)*

4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client; (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Sub-Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

The Client shall use its best efforts to ensure that the Client shall:

- (a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data relevant to the carrying out of the Services, with various Government and other organizations. Such items shall be returned by the Consultants upon completion of the Services under this Contact;
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;

5.1.2 Co-ordination

The Client shall:

- (a) co-ordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) co-ordinate with any other consultants employed by him.

5.1.3 Approvals

The Client shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Consultants.

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the

remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.1 (a). Rate in the Appendix-E shall be revised in case of revision in salary made in an organization due to statutory Notification (**Please see FIN-3 for details**). Such revised rate(s) shall be applicable from the respective date(s) of implementation of such Notification by the concerned organizations for which necessary proof shall be provided to the Client.

5.4 Services and Facilities (Not Applicable)

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Sub-Clause 6.1(b) hereinafter.

5.5 Payments

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

5.6 Counterpart Personnel (Not Applicable)

(a) If so provided in Appendix-F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix-F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix-F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

(b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix-F, the Client and the Consultants shall agree on; (i) how the affected part of the Services shall be carried out; and (ii) the

additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Sub-Clause 6.1(c) hereof.

6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimates, Ceiling Amount *(Please refer FIN 2 & 3 for details)*

- (a) An estimate of the cost of Services payable in local currencies is set forth in Appendices D and E respectively. Except as may be otherwise agreed under Sub-Clause 2.5 and subject to Sub-Clause 6.1 (b), payments under this Contract shall not exceed the ceilings in foreign currency in Appendix D (Not applicable) and in local currency in Appendix E, excluding adjustments made under Sub-Clause 6.2(a) of the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

6.2 Remuneration and Reimbursable Direct Costs (Non-salary Costs)

- (a) Subject to the ceilings specified in Sub-Clause 6.1(a) hereof, the Client shall pay to the Consultants; (i) remuneration as set forth in Sub-Clause 6.2(b); and (ii) reimbursable direct costs expenditure as set forth in Sub-Clause 6.2(c). Remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Sub-Clause SC 2.3 (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth in the SC.
- (c) Reimbursable direct costs (non-salary costs) actually and reasonably incurred by the Consultants in the performance of the Services. The reimbursable direct costs expenditure shall be for the items specified in the SC. *(Please see FIN 2 & 3)*

6.3 Currency of Payment

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in Appendix D, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

6.4 Mode of Billing and Payment *(Please refer mode of payment, in specific condition to contract section)*

- (a) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Sub-Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable direct costs expenditure.
- (b) The Client shall cause the payment of the Consultants' monthly statements within twenty-eight (28) days for amounts in local currency and within fifty six (56) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any subsequent payments.
- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within fifty six (56) days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. The Client shall cause the final payment to the Consultants within fifty six (56) days of receipt of final invoice from the Consultants, after completion of Services finally accepted alongwith the final report and statement of the Consultants by the Client.

- (e) All payments under this Contract shall be made to the bank account of the Consultants to be notified later.

6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (c) of Sub-Clause 6.4, interest charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

6.6 Additional Services

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) any re-doing of any part of the Services as a result of client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, the Consultants, with the prior written authorization of the Client, shall carry out such Additional Services on the basis of the billing rates set out in the Contract. In case for any reasons these rates and prices are determined by both the Parties to be not applicable for said Additional Services, then suitable billing rates and the additional time, shall be agreed upon between the Client and the Consultants.

6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice within twenty-eight (28) days after the expiry of the time stated in paragraph (c) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than twenty-eight (28) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants' entitlement to financing charges under Sub-Clause 6.5.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Sub-Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

9. INTEGRITY PACT

9.1 If the Consultant or any of his Subconsultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Subconsultant, agents or servants;
- (b) terminate the Contract; and

- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Subconsultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

III. SPECIAL CONDITIONS OF CONTRACT

Clause No. Amendments of, and Supplements to, Clauses in the General Conditions of
of GC Contract

1.1 Definitions

(f) "Government" add, Government of Balochistan also

(p) "Project" means: _____

1.2 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

For the Consultants:

1.3 Leader of Joint Venture

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be 30 days or such other period as the Parties may agree in writing.

2.3 Commencement of Services

The Consultants shall commence the Services within twenty-one (21) days after receipt of Letter of Commencement issued by the Client, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The period of completion of Services shall be six (06) months for design phase, 18 months for supervision and 12 months for DLP from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before _____.

"Completion of Services" means submission of all prescribed reports and documents and receiving of all payments by the Consultant as stated in this Contract Agreement.

3.1 Insurance to be Taken out by the Consultants

The risks and the coverages shall be as follows:

- (a) Professional liability insurance, with a minimum coverage of two times the design fee.
- (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any Subconsultants or their Personnel, with a minimum coverage of Rs 100,000.
- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

3.2 Documents Prepared by the Consultants to be the Property of the Client

The Client and the Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.

4.1.1 Assistance

- (a) The Client shall make available within fifteen (15) days from the Commencement Date, the documents as described in Terms of Reference (Appendix-A) from the date of request by the Consultant as per requirement of the of the documents from time to time.

This list if warranted shall be supplemented subsequently.

- (b) Other assistance and exemptions to be provided by the Client are: as per Terms of reference (Appendix-A)

4.1.2 Coordination

- (a) The departments and agencies include: All those related to the Project.

4.1.3 Approvals

The Client shall accord approval of the documents immediately but not later than fourteen (14) days from the date of their submission by the Consultants. Delay in approval by the Client will be consider as delay event in completion of services.

5.1 Cost Estimates, Ceilling Amount

The ceiling amount in Pak Rupees is _____/-

**5.2 Remuneration and Reimbursable Direct Costs (Non-Salary Costs) (Not Applicable)
(Please refer FIN 2 & 3 for details)**

5.2(a) Payments for remuneration made in accordance with Sub-Clause 6.2(a) shall be adjusted as follows:

- (i) Remuneration paid in local currency pursuant to the billing rates agreed for each person shall be adjusted in July of every year (and, for the first time, with effect from the remuneration earned in July following submission of financial proposal) by considering the following subject to maximum of prevalent CPI as per given formula

$$RI = R_{io} \times II/I_{lo}$$

Where RI is the adjusted billing rate, R_{io} is the billing rate payable on the basis of the agreed billing rate in local currency as on July (i.e. the year in which the Consultants submitted its financial proposal to the Client). II is the Combined Consumer Price Index (CPI) "General" for Government employees as published by the Federal Bureau of Statistics, Government of Pakistan for the month of July for which the adjustment is to have effect, and I_{lo} is the Consumer Price Index "General" for Government employees as published by the Federal Bureau of Statistics Government of Pakistan for the month of July (i.e. the Year in which the Consultants submitted its financial proposal to the Client).

5.2(b) The rates for local Personnel set forth in Appendix E, after adjustments, if any, pursuant to Sub-Clause 6.2(a) hereof shall be used for billing purposes. **(Please refer FIN 2 & 3 for details)**

It is understood that the remuneration rates shall cover salary and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead based on the Consultants' average cost as represented by the

S.	`Deliverables	Payment (%) of Total Amount
----	---------------	-----------------------------

financial statements of Consultants' latest three fiscal years and fee of the Consultants.

The remuneration rates have been agreed upon based on the representations made by the Consultants during finalization of this Contract with respect to the Consultants' costs and charges as referred above as such representations are evidenced by the form "Breakdown of Agreed Fixed Rates in Consultants' Contract".

Remuneration for periods of less than one month shall be calculated on hourly basis for the time spent by the Head Office staff or Project Office staff and directly attributable to the Services (one hour being equivalent to 1/170 of a month) and on calendar day basis for time spent by the Site Office staff (one day being equivalent to 1/30th of a month).

5.2(c) Reimbursable Direct Costs (Non Salary Costs)

Refer to Appendix ---

6.1 Currency of Payment

6.1(a) Currency of payment is Pak Rupees.

6.2 Mode of Billing and Payment Schedule

Payments shall be made according to the following schedule as per work done:

No		
1	Project Inception Report	10%
2	Submission of Primary and Secondary Data Analysis Report	20%
3	Submission of Draft Comprehensive Tourism Development Strategy for Gwadar Tehsil	30%
4	Submission of Final Comprehensive Tourism Development Strategy for Gwadar Tehsil	40%

7.1 Dispute Settlement

Disputes shall be settled by Complaint Redressal Committee define in BPPR or through arbitration Act of 1940 in accordance with the following provisions:

The Arbitration shall take place in Karachi and in English language.

8.0 Priority of Documents

Following is to indicate priority of documents forming part of this Contract to resolve an ambiguity or non-clarity in the provision:

- i) Contract Agreement
- ii) Minutes of Contract Negotiation
- iii) The Special Conditions of Contract
- iv) The General Conditions of Contract
- v) Appendix-A
- vi) Appendix-B
- vii) Appendix-C
- viii) Appendix-D (NOT USED)
- ix) Appendix-E
- x) Appendix-F
- xi) Appendix-G

**SECTION-6: STANDARD FORM OF CONTRACT INCLUDING INTEGRITY
PACT**

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the ____ day of ____ of 2019, between, on the one hand, ----- (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, - ----- (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) the General Conditions of Contract;
 - (b) the Special Conditions of Contract;
 - (c) the following Appendices:
 - Appendix A: Terms of Reference / Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Subconsultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency (NOT USED)
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services & Facilities to be Provided by the Client and Counterpart Personnel to be Made Available to the Consultants by the Client.
 - Appendix G: Integrity Pact
 - Appendix H: Minutes of Negotiation Meeting

Standard Forms of Contract

- 2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of

Witness

Signatures _____

Name _____

Title _____

Signatures _____

Name _____

Title:

(Seal)

For and on behalf of

Witness

Signatures _____

Name:

Title:

Signatures _____

Name: _____

Title: _____

(Seal)

Appendix A

Description of the Services

[Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.]

Appendix B

Reporting Requirements

[List format, frequency, and contents of reports; persons to receive them; dates of submission and the number of copies of each submittal etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C

Key Personnel and Subconsultants

- [List under:
- C-1 Title [and names, if already available], activities of job descriptions and working hours of key Personnel to be assigned to work and staff-months for each.
 - C-2 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1

Appendix E

Breakdown of Contract Price in Local Currency

(Please refer FIN 2 & 3 for details)

(Integrity Pact)
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 2.5 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP 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 GoP, 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 GoP 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

Name of Buyer: Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]