



**TOURISM  
CORPORATION**  
KHYBER PAKHTUNKHWA

## REQUEST FOR PROPOSAL

**Hiring of Consulting Firm  
For  
Concept Development and Feasibility Study for Water  
Parks at Water Reservoirs' Site, that may include,  
activities such as Rafting/ Tubing / Swimming / Picnic  
Area/ Floating Restaurants etc. (Package-C)**

**TOURISM CORPORATION KHYBER  
PAKHTUNKHWA**

Olympic Plaza, Adjacent to Peshawar Sports Complex, Bara  
Road,  
Peshawar Cantt.  
Ph.: + +92 91 9211091 Fax +92 91 9210871  
Email: [info@kptourism.com](mailto:info@kptourism.com)  
Website: <https://kptourism.com/>



## Table of Contents

### Definitions

### Letter of Invitation (LOI)

1. Introduction
2. Documents
3. Preparation of Proposal
  - a. Technical Proposal
  - b. Financial Proposal
4. Submission of Proposals
5. Proposal Evaluation
6. Contract Negotiation
7. Award of Contract
8. Performance Guarantee
9. Terms of Payment
10. Termination of Contract

### Appendix-I Technical Proposal Forms

Form 1 - Firm's Reference

Form 2 - Present Staff Deployment

Form 3 - Approach Paper On Methodology Proposed For Performing The Assignment

Form 4 - Comments/Suggestions Of Consultant

Form 5 - Format Of Curriculum Vitae (CV) For Proposed Key Staff

Form 6 - Work Plan/Activity Schedule

Form 7 - Completion And Submission Of Reports

Form 8 - Work Plan And Time Schedule For Key Personnel

Form 9 - Composition Of The Team Personnel And The Tasks To Be Assigned To Each Team Member

### Appendix-II Financial Proposal Forms

Form 1 - Summary of Cost of Consultant

Form 2 - Detail Break Up of Salary Cost

Form 3 - Detail Break Up of Direct Cost

Contract Agreement (Sample)

## **DEFINITIONS:**

- a) "Bidder" means a registered firm as sole bidder, a Joint Venture (JV) and/or a Consortium. The eligible firm the one already shortlisted through EOI. Each Joint Venture (JV), Consortium shall appoint and authorize one (01) lead member (hereinafter called as "*Lead Member*") to represent and irrevocably bind all members of the Consortium in all matters connected with the submission of technical and financial proposal.
- b) "Request For Proposal" means this document along with its appendices and annexure offered to the shortlisted firms as a result EOI in the first stage.
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- d) "Contract Price" means the entire sum of portion thereof payable to the TCKP under the Contract in lieu of the outsourcing the assets for a definite period of time as mentioned in bidding documents thereof.
- e) "Client" means the organization/deptt with which the selected Consultant/consulting firm signs the Contract for the provision of Services hereinafter referred to as Tourism Corporation Khyber Pakhtunkhwa (TCKP) Peshawar.
- f) "Consulting Firm" means any service provider/ consulting firm both government owned or private enterprises including a Joint Venture, a consortium, that will provide the Services to the Client under the Contract.
- g) "Bid Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- h) "Day" means calendar day.
- i) "Government" means the Government of Khyber Pakhtunkhwa.
- j) "Instructions to Consultants" means the document which provides Consultants with all information needed to prepare their Proposals.
- j) "Joint Venture" means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- k) "KPPRA" means Khyber Pakhtunkhwa Public Procurement Regulatory Authority, established by the Government of Khyber Pakhtunkhwa
- l) "Bid bond" means the surety given by the firm in order to protect the intellectual labour on the part of the PE. This amount is refundable and has been sought being

a totally different sort of hiring process in contrast to acquisition of services wherein expenditure is incurred from the public fund.

- m) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- n) "Proposal" means a technical proposal or a financial proposal, or both.
- o) "QCBS" means Quality- and Cost-Based Selection.
- p) "RFP" means this Request for Proposal.
- q) "Services" means the work to be performed pursuant to the Contract.
- r) "Standard Electronic Means" includes facsimile and email transmissions.
- s) "Terms of Reference" (TOR) means the document included in the RFP, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

**Letter of Invitation (LOI)**

**Dear M/S** \_\_\_\_\_

1. After being shortlisted for the titled scheme, Now, Managing Director, Tourism Corporation, Govt. of Khyber Pakhtunkhwa, Peshawar, therefore invites sealed proposals under **Single Stage–Two Envelopes** comprising a single package containing two envelopes separately sealed technical & financial proposal clearly marked in bold & legible letters for evaluation and award of contract to the successful firm under **Quality and Cost Based Selection (QCBS)** as per details given in bid data sheet and evaluation criteria therein.
2. RFP documents containing complete details can be obtained from the office of the undersigned during office hours till **24/09/2020** free of cost. The RFP Document can also be downloaded from the following official websites. [www.kptourism.com](http://www.kptourism.com) & [www.kppra.gov.pk](http://www.kppra.gov.pk)
3. The proposals shall reach to the office of the undersigned through registered Dak or Courier Services or by hand through acknowledgement receipt on or before **24/09/2020 at 02:30 PM**. The proposals shall be opened on the same day by the Procurement Committee in the presence of Representatives of the firms' representatives who chose to attend at **03:00 PM**, Bid submitted after due date & time shall be treated as non-responsive.
4. The undersigned reserves the right to reject any or all the proposals as per provisions contained in KPPRA Procurement Rules 2014

Yours sincerely,

**Managing Director,  
Tourism Corporation, Khyber Pakhtunkhwa  
Peshawar**

**2. Instructions to the Consultant (ITC) and Data Sheet:**

2.1 To prepare a proposal, please use the attached Forms / Documents listed in the Data Sheet.

2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than five (05) days before the proposal submission date. Any request for clarification in writing shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond to such requests and copies of the response shall be sent to all invited Consultants.

2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

2.4 Conflict Of Interest & Conflicting Relationships. Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Entity 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 Entity, 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

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 Entity 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 Entity.
- iii) A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of (a) the preparation of the Terms of Reference of the Assignment, , (b) the selection process for such assignment, or (c) supervisions of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

#### 2.4.2 Conflicting Relationships:

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

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

#### 2.5 Fraud and Corruption:

2.5.1 It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Entity follows the instructions contained in Khyber Pakhtunkhwa Public procurement Rules 2014 which defines

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

Under Rule 44 of KPPR 2014, “The TCKP 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 KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

2.6 This Request for proposal (RFP) for outsourcing is open to all eligible bidders/firms as mentioned in the Bid Data Sheet (BDS) and more specifically described in the Schedule of Requirement in of this RFP Documents.

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

2.6.2 The Bidder must possess valid Registration under Sales & Income Tax Authorities including SECP, on ATL of FBR, Relevant Provincial Tax Authorities like KPRA and also with other relevant bodies where applicable.

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

## 2.7 Integrity Pact:

Pursuant to Rule (5) of KPPRA Rules 2014 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million.

2.8 **Type of contract:** The type of contract is lump sum under Rule 27 (2) (e) of KPPRA Rules 2014. The sample of contract as a reference is given in the standard form templates attached with this RFP whereas the terms of reference and other obligations shall be settled with the successful firm at the time of contract negotiation.

2.9 **One Bid One Bidder:** Bidders shall submit only one Bid, either by itself, or as a partner in a Joint Venture or Bidding Consortium. After issue of Letter of Acceptance, a bidder may not participate in a joint venture or consortium with the successful Bidder. [SEP]In



case of a Bid by a joint venture or Bidding Consortium, the Consortium Members shall nominate in writing one entity amongst themselves to represent the Bidding Consortium in all dealings with TCKP during the Bidding Process.

**2.10 Ineligibility clause:** If a bidder or a Consortium member has been barred or blacklisted from participating in any project by the Federal, Provincial or local government in Pakistan or in any other jurisdiction to which the bidder or a Consortium member belongs to or in which the bidder or a Consortium member conducts its business, whereas the bar subsists as on the RFP submission Deadline, such entity shall not be eligible to submit RFP, either individually or as a Consortium member.

2.11 The GCC along with the provision of KPPRA Act 2012, Procurement Rules 2014 and the SBDs made there under will also applicable mutatis mutandis.

### **3. PREPARATION OF PROPOSAL**

3.1 You are requested to submit a technical and a financial proposal. Your proposal shall be written in English language in typed form.

#### **a. Technical Proposal**

3.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.

3.3 Bidders are directed strictly to adhere to the sequence / template given above for preparation and submission of technical proposal.

3.4 During preparation of the technical proposal, you must give particular attention to the following:

- i) The estimated number of key professional staff-months required for the Assignment is stated in the Data Sheet. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number. However you may propose changes in the light of your experience through your comments on the TOR.
- ii) The key professional staff proposed for the assignment shall be permanent employees of the firm.
- iii) Proposed staff should have experience preferably under conditions similar to those

prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.

iv) No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.

v) Deliverables/reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located will be considered additional qualification.

3.5 Your technical proposal shall provide the following and any additional information, using the formats attached in

**Appendix 1:**

I-Form-1 A brief description of the Consultant's organization and an outline of previous experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement.

I-Form-2 A list of relevant projects presently being under taken by the Firm and expertise-wise total number and number of staff deployed on the projects being presently under-taken.

I-Form-3 Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment.

I-Form-4 Any comments or suggestions on the TOR;  
The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.

I-Form-5 CVs recently signed by the proposed key professional staff. Key

information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years.

I-Form-6 A work plan and time schedule for the key personnel also showing the details of functions to be performed by each key personnel.

I-Form-7 The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions.

Any additional information as requested in the Data Sheet.

3.6 The technical proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal. The Technical Proposal should not include the cost/financial bid under any circumstances; else it would be summarily rejected.

**b. Financial Proposal**

3.7 The financial proposal should list the costs associated with the Assignment. These normally cover remuneration for staff in the field, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles if any, office equipment furniture and other associated requirements), the firms should offer competitive costs as per their services rendered and costing should be specific to each activity. These costs should be broken into foreign (if applicable) and local costs. Your financial proposal should be prepared using the formats attached as Appendix 2 i.e. Form Nos. 1 through 3.

3.8 The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

3.9 All pages of the Technical and Financial Proposals are to be authenticated.

3.10 BID BOND:

The firm will have to provide a Bid Bond of Rs. 500,000/- (Rupees five hundred thousand only) in the form of a CDR or demand draft, issued in favour of Managing

Director<sup>[SEP]</sup>Tourism Corporation, Khyber Pakhtunkhwa.

In the event of non- submission of the Bid Bond, the proposal will be summarily rejected.

<sup>[SEP]</sup>The Bid Bond amount will be forfeited if upon being declared successful the firm refuses to repudiate the contract offer or having accepted the work order, fails to carry out its obligations mentioned therein. <sup>[SEP]</sup>

The Bid Bond of the successful bidder would be refunded upon submission of Performance Guarantee as per Letter of Acceptance (LOA) issued to the successful firm.

3.11 Costs shall be expressed in Pak Rupees.

3.12 Conditional, erroneous and incomplete Bids will be rejected outright

3.13 The firm shall neither assign nor transfer, entirely or in part, the obligation derived here from in favor of any third party

#### **4. SUBMISSION OF PROPOSALS**

4.1 The firm shall submit **one original technical proposal and one original financial proposal**. Each proposal shall be in a separate envelope. All technical proposals shall be placed in an envelope clearly marked "TECHNICAL PROPOSAL" and the financial proposals in the one marked "FINANCIAL PROPOSAL". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE COMMITTEE."

4.2 The representative's authorization shall be confirmed by a written "POWER OF ATTORNEY" accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.

4.3 The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.

4.4 The completed technical and financial proposals shall be delivered on or before the

time and date stated in the Data Sheet.

4.5 The DVD/CD/USB requested shall be submitted with the proposal. The information to be provided within the DVD/CD/USB shall contain non-compressed and un-protected files in printable formats.

4.6 For the avoidance of doubt, it is expressly specified that the Prospective Bidders shall not be allowed to submit their proposals by e- mail or fax.

4.7 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

4.8 Modification, Substitution and Withdrawal of Proposal: No proposal can be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period as specified in BDS of this RFP. However, bidder is allowed to withdraw his bid documents till deadline for submission of proposals. The bid documents are submitted, modifications and substitutions in the bid documents shall not be allowed.

4.9 Period of Bid Validity: The Bids/ proposals shall be valid for a period of 120 days from the date of opening of the technical proposals. A proposal valid for a shorter period may be rejected as non- responsive [SEP]

In exceptional circumstances, Managing Director, TCKP may solicit the bidder's consent for an extension of the validity period. The request and responses shall be made in writing.

4.10 Proposal Opening: The Procurement Committee would open the proposal, in the presence of authorized representative(s) of the bidder who choose to attend, at the time, date and location stipulated in the RFP. The maximum number of authorized representatives allowed to each bidder will not be more than two. The bidder's representative(s) shall sign a register evidencing their attendance.

## **5. PROPOSAL SUBMISSION & EVALUATION**

5.1 Single stage- two envelope procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation.

Firms shall be ranked using a combined technical and financial score. **The Contract will be awarded to the best evaluated bid on the basis of HIGHEST RANKING FAIR BID under Section 2 (C) (i) of KPPRA Act 2012.** Determination of successful bidder shall be made on the basis of grading obtained in technical evaluation and submitted financial bid, to which **weightage of 80:20** has been assigned respectively.

5.2 Clarification of Proposals: In the process of examination, evaluation and comparison of proposal, the PE may, at its discretion, ask bidder(s) for clarification of its proposal which the bidder will be obliged to furnish in writing failing which its bid is not liable to be evaluated.

5.3 Correction of Errors: Bidders are advised to exercise adequate care in quoting the prices/fees. No modification/ correction in quotations will be entertained once the commercial bids are submitted. Even before submission of the proposal, care should be taken to ensure that any corrections/overwriting in the proposal are initialed by the person signing the proposal form

5.4 Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

### **TECHNICAL PROPOSAL**

5.5 The technical evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and merit point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). Firms scoring less than **seventy percent (70%)** points out of 100 points allocated to the technical proposal shall be rejected and their financial proposals returned un-opened.

### **FINANCIAL PROPOSAL**

#### **For Quality cum Cost Based Selection**

5.6 The financial proposals of the consulting firms scoring more than 70%, on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client

shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.

5.7 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) among the technically qualified bidders shall be given a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows:

$$S_f = 100 \times F_m$$

F (F = amount of specific financial proposal)

5.7 Proposals, in the quality cum cost based selection shall finally 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; and T+P=1) indicated in the Data Sheet:

$$\underline{S = S_t \times T \% + S_f \times P \%}$$

## 6. CONTRACT NEGOTIATION

6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking proposal in writing invite it to negotiate the Contract.

6.2 Negotiations normally take from two (02) to five (05) days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

6.3 Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing including price and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, if any, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.

6.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed rates/fee per month or on quarterly basis. The successful firm/firms are authorized to adjust the total sum of their financial bids in accordance to the estimated

rates of the procuring entity for the purpose to arrive at the contract agreement and procuring entity shall enter into contract in order to protect public interest by adding benefits to the public exchequer.

6.5 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall consider substitutions of key staff in order to facilitate the bidder.

6.6 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

## **7. AWARD OF CONTRACT**

7.1 The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations /Initialing of the draft contract, the Client shall promptly inform the other Consultants that their proposals have not been selected. In case contract negotiation with the successful bidder fails, the procuring entity may offer the same to next highest highest ranking bidder.

The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## **8. PERFORMANCE GUARANTEE**

The procuring entity may ask the successful firm to deposit with the PE, within five (05) days of the letter of acceptance/ notice to proceed or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Guarantee (PG) amounting to not more than 10% of the total contract value. The Performance Guarantee can be paid in the form of Performance Bank Guarantee or in the form of a Fixed Deposit Receipt pledged to the Managing Director TCKP Peshawar. The Performance Guarantee



should remain valid for a period of 120 days beyond the completion of the period of contract or beyond 120 days of any extended period of the contract.

## 9. TERMS & MODE OF PAYMENT

9.1 Advance payment will not be considered.

9.2 Mode of payment shall be in the form of cross cheque in the name of the firm.

9.3 Payment schedule is attached to achievement of deliverable & milestones which is given as under:

9.3.1 Twenty (20) percent of the lump-sum amount shall be Paid upon submission of the inception report.

9.3.3 Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.

9.3.4 Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.

9.3.5 Thirty (30) percent of the lump-sum amount shall be paid upon approval of the final report.

**Note: These percentages are indicative and these will be negotiated with the successful bidder at the time of contract negotiation.**

## 10. TERMINATION OF CONTRACT

Managing Director, TCKP Peshawar may terminate the Contract in case of the occurrence of any of the events specified below:

10.1 If the firm becomes insolvent or goes into compulsory liquidation. [SEP]

10.2 If the firm in the opinion of the PE, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

10.3 If the firm submits to PE a false statement which has a material effect on the rights, obligations or interests of the department.

10.4 If the firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the PE.

10.5 If the firm fails to provide the quality services as envisaged under this Contract or violates any of the clauses of the contract. Reasons for the same would be recorded in writing. In such an occurrence PE shall give a written advance notice

of 30 days before terminating the Contract which will stand terminated after expiry of the notice period.

10.6 Any other reason as may be mentioned in the contract at the time of contract execution with the firm.

## **11. REJECTION CRITERIA/GROUNDS FOR REJECTION OF BIDS**

Besides other Terms & Conditions mentioned in RFP, following vital conditions should be strictly complied with, failing which the Bid may be rejected.

11.1 Failure to furnish all information required as per RFP or submission of Bid not substantially responsive to the RFP in any respect may lead to rejection of Bid.

11.2 Incomplete Bids will be rejected outright.

11.3 The Technical Bid shall contain no commercial details failing which the PE shall reserve the right to reject the bid summarily.

11.4 Bids not submitted under single stage two envelope in two separate envelopes as prescribed in the RFP.

11.5 Bids received after due date & critical time will straightaway be rejected

11.6 The Bidder engages in corrupt or fraudulent practices in competing for the Contract award.

## **12. TERMS OF REFERENCE (TOR) FOR THE ASSIGNMENT**

12.1. RFP documents containing complete details can be obtained from the office of the undersigned during office hours till **24/09/2020** free of cost. The RFP Document can also be downloaded from the following official websites. [www.kptourism.com](http://www.kptourism.com) & [www.kppra.gov.pk](http://www.kppra.gov.pk)

### **12.2. DELIVERABLES**

The deliverables of the assignment are to be prepared and submitted to the

competent forum as per details/functions defined of RFP i.e. Scope of Services.

**13. CONFIRMATION OF RECEIPT**

13.1 Please inform the the Department:

- i) that you received the letter of invitation;
- ii) whether you will submit a proposal;

**BID DATA SHEET**

1.1 The name of the Assignment is :

Concept Development and Feasibility Study for Water Parks at Water Reservoirs' Site, that may include, a range of similar activities such as Rafting/ Tubing / Swimming / Picnic Area/ Floating Restaurants etc. **(Package-C)**

1.2 The name of the Client is:

**Managing Director TCKP, Khyber Pakhtunkhwa, Peshawar**

1.3 **Eligible Bidders:**

- (i). Federal & Provincial Sales Tax (GST & PST)/ Registration with Relevant Registration Acts. (Provide copy of certificate of incorporation
- (ii) In case of a firm housed outside country, only Authorized agent can apply for the bid and contract shall accordingly be signed with the Authorised agent.
- (iii) A firm as sole bidder, a Joint Venture (JV) and/or a Consortium. The eligible firm the one already shortlisted through EOI in a particular package.
- (iv) firms shall note that any Consortium must **NOT** comprise of more than three (03) individual firms

**Note for JV and/or Consortium**

- (i) Each Joint Venture (JV), Consortium shall appoint and authorize one (01) lead member (hereinafter called as "*Lead Member*") to represent and irrevocably bind all members of the Consortium in all matters connected with the submission of technical and financial proposal.
- (ii) Participation of the same Sub Consultant, including individual experts, to more than one proposal is not allowed.
- (iii) 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.

- (iv) In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firm to act on their behalf in exercising all the Consultant's rights and obligations towards the PE under this Contract, including without limitation the receiving of instructions and Payments from the PE.
- (v) The lead firm should have at least 50% (fifty-percent) of the staff on the permanent fulltime role (having a minimum of six months standing with firm) nominated to work on the assignment.
- (vi) All key input and core staff of the consultant should be nominated by name in the proposal. During evaluation 5% marks will be deducted for each TBN (To be nominated) position of the requisite staff.
- (vii) Proposed key staff shall be regular employees who are employed with the consultants at least six months prior to submission of Proposal
- (viii) The firms shall designate a Team Lead /Project Manager who would be a single point contact for handling of the functions related to the performance of Assignment.

**2.1** The scope, duties and responsibilities of the consultant will include Concept Development and Feasibility Study for Water Parks in Khyber Pakhtunkhwa. The scope of tourist attractions in potential water parks may include, but not limited to activities such as Rafting/ Tubing / Swimming / Picnic Area/ Floating Restaurants etc. The description of following tasks is illustrative and is not a restriction to the proposed methodology for performance of the actual service to achieve the desired objectives.

**2.2** The Specific Scope of Services can be grouped into following categories:

**2.2.1 Baseline Study and Potential Sites Identification:** It shall include:

- ✓ Identification of potential sites suitable for Water Theme Parks
- ✓ Topography
- ✓ Water flow and flood level of the identified land for last 20 years on the site
- ✓ Flora and Fauna
- ✓ Heritage
- ✓ Accessibility and Walkability
- ✓ Attitude of Stakeholders

**2.2.2 Concept Development:** The preliminary concepts will address:

- ✓ Water Park Theme, Vision & Objectives
- ✓ Water Park attractions
- ✓ Design features of the park

**2.2.3 Water Theme Park Master Plan Development:** The plan may illustrate the following components:

- ✓ To conduct surveys like Soil survey, Geo-tech survey and GPS based site surveys.
- ✓ Based on water flow and flood level of the identified land for last 20 years on the site, identification of risks and mitigating measures.
- ✓ To study all the current Government regulations (provincial and local government) with regard to Town planning, Municipal administration, Private investment, Solid waste management and any other area affecting the proposed sub-projects; and also make suitable suggestions for modification.
- ✓ Comprehensive plan for available land on potential identified sites to be developed as a Tourist Destination most suitable for *Water Theme Park*. This plan shall include such features as the land and water reservoir survey, building permits, zoning laws, impact on the surrounding environment and natural habits, traffic issues and general impact on businesses in the area as well as the overall market opportunity and multi-season recreational activities analysis.
- ✓ Access, circulation, parking and locations of Operations & Maintenance buildings.
- ✓ Assessment of available man-power and skills and need for skills development.
- ✓ To prepare an appropriate time schedule for systematical implementation of sub-projects.
- ✓ To ensure economic viability of the project from Client's perspective, taking into consideration the Government Tourism Policy and Tourism Act 2019 and to assess economic impact of proposed projects to province and country.
- ✓ To assess financial viability of proposed resorts from Client's and Investors' points of view using various evaluation techniques to develop a viable financial model, for PPP. In doing so, the consultant shall undertake feasibility studies from primary sources for the proposed subprojects. The consultant shall develop and validate Financial Model depicting all costs, revenue and other necessary parameters (FIRR, NPV, BCR) to facilitate decision making by the authority pertaining to implementation of project of the identified potential sites. While conducting both economic and financial analysis, the consultant shall provide the cash flow analysis over the life of the project of identified sites under different sets of cost and revenue assumptions.

- ✓ To undertake Environmental impact and Social impact assessments as per standard assessment studies including meeting / covering the statutory requirements.
- ✓ The consultant shall prepare complete PPP Model that shall facilitate the client for making decisions pertaining to viability of the project including financial model. The feasibility study shall be comprehensive enough that bankability of project is visible to the potential investors. The consultant will be responsible for the following to materialize the concept of Public Private Partnership.
  - To prepare a comprehensive feasibility for the project development under PPP mode and implementation of the Project with private sector participation;
  - To determine the need for government support.
  - To prepare Project Proposal based on the feasibility study with concrete justifications.

### **3. KEY CONSIDERATIONS**

Above tasks and subsequent studies /reports should take into consideration:

- The planned projects should bring out innovation and cater to a niche tourism.
- The planned projects should be energy efficient and self-sufficient in water management.
- The plan should accommodate the needs of physically, mentally and visually challenged tourists/visitors as well as of Children, Women and Elderly.
- The plan should be Eco friendly / promote Green environment and safety.

### **4 TERM OF THE PROJECT**

The term of the project is six (06) months from the signing of Contract.

### **5 DOCUMENTS FOR RFP**

5.1 The Documents are: LOI, Data Sheet, Technical & Financial Proposal forms TOR / Background information, Draft Form of Contract, Sample formats / Appendices etc.

5.2 The address for seeking clarification is:

#### **MANAGING DIRECTOR**

TOURISM CORPORATION KHYBER PAKHTUNKHWA

Olympic Plaza, Adjacent to Peshawar Sports Complex, Bara Road,  
Peshawar Cantt.

Ph.: + +92 91 9211091 Fax +92 91 9210871

Email: [info@kptourism.com](mailto:info@kptourism.com)

Website: <https://kptourism.com/>

- 5.3 The number of copies of the Proposal required is: **One original.**
  - 5.4 The date and time of proposal submission are: 24/09/2020 till 02:30 PM which will be opened the same day at 03:00 PM in the conference Room of TCKP Peshawar
  - 5.5 Validity period of the proposal is: 120 days
-



**6. The points/weightage given to each category of Evaluation Criteria are:**

6.1 Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

6.2 **Bidders are directed strictly to adhere to the sequence / template given below for preparation and submission of technical proposal.**

S.#	Description of Indicator	Marks Allocation	Parameters/ Sub-allocation	Remarks
<b>A) FIRM PROFILE</b>				
1.	Fully functional Offices/ Infrastructure Presence	06	KP Level: 03 National Level: 03	Registered Address of Head Office, Sub-offices, Telephones, Fax & Email
2.	Registration with SECP	02	-	Attested copy of the Certificate shall be provided
3.	Registration with Pakistan Council of Architect & Town Planer	02	-	Attested copy of the Certificate shall be provided
4.	Membership with Global Sustainable Tourism Council (GSTC) or United Nations World Tourism Organization (UNWTO) or any other national or international body	02	-	Attested copy of the Certificate shall be provided
<b>B) FIRM'S CORE EXPERIENCE</b>				
1.	Water Parks at Water Reservoirs' Site, a range of similar activities such as Rafting/ Tubing / Swimming / Picnic Area/ Floating Restaurants etc.	20	Up to 05 projects: 10 Up to 10 projects: 16 Above 10 projects: 20	Attested copies of satisfactory report
2.	Number of sites identified as potential area for tourism and approved by the client.	06	02 marks for each site	Attested copies of clients' report
3.	Number of sites converted into tourism hub/ Tourist destination	06	02 marks for each success story	Attested copies of clients' report
4.	Number of projects completed in Master planning entailing major components of Tourism strategies like theme parks, tourist resorts, tourism promotion, marketing, branding and digitization etc.)	06	02 marks for each Master planning document	Attach copies of the document dully approved by the client
5.	Number of projects completed through PPP mode in the fields of tourism development etc.	08	04 marks for each completed project	
6.	End-to-end solution from concept development to a finished product related to Water Parks at Water Reservoirs' Site	08	04 marks for each completed project	

7.	Number of Tourist Facilitation Centres developed	04	01 mark for each TFC	
<b>C) HR PROFILE FOR THE PROPOSED DEDICATED TEAM</b>				
1.	Complete details of HR dedicated for the project including their CVs: Team Lead, Engineer(civil, elect, design), Tourism Dev. Expert, Urban Planning Expert, Environmentalist, Financial Analyst, PPP Expert, MIS / GIS Expert, Architect etc.	13	Team Lead: 03 marks for each similar project completed as TL. (Max. 03 projects will be considered) Remaining marks against all other positions.	(CVs alongwith credentials of experience duly attested may be attached.
<b>D) PROPOSED METHODOLOGY &amp; TECHNICAL APPROACH</b>				
1.	Understanding of the TORs and Mode of Execution for the scheme. The presentation will be called during the evaluation from each firm	05	Marks would equally be divided amongst Committee members	Power point Presentation to the procurement Committee
<b>E) FINANCIAL SOUNDNESS</b>				
1.	Volume of projects done in public or private sector (national & cross-national)	04	Up to Rs.1000 M: 02 Above Rs.1000 M: 04	Copy attested by a Chartered Accountant
2.	Income tax paid during last 03 years	04	Upto 100M: 02 marks Above 100M: 04 marks	Income tax statement/balance sheet & challans etc.
3.	Overall Annual Turnover during last 03 years	04	Below 300M: 02 marks Above 300M: 04 marks	Attested copy of Audit Reports must be provided

**Total points for the four criteria:**

**100**

**5.2 The minimum technical score (St) required to pass is 70%**

5.3 The date, time and address of the financial proposal opening are:- **will be communicated after evaluation of technical bids**

5.4. The Contract will be awarded to the best evaluated bid on the basis of HIGHEST RANKING FAIR BID under Section 2 (C)(i) of KPPRA Act 2012. **Determination of successful bidder shall be made on the basis of grading obtained in technical evaluation and submitted financial bid, to which weightage of 80:20 has been assigned respectively.**

5.5 The weights given to the Technical and Financial Proposals are:-

Technical Proposal:	80%
Financial Proposal:	20%

5.6 The Assignment is expected to commence on:-

**October, 2020**

Location: Khyber Pakhtunkhwa

Sincerely,

**Managing Director,  
Tourism Corporation,  
Peshawar, Khyber Pakhtunkhwa**

**Enclosures**

---

- Sample Forms for:-
  - Technical Proposal
  - Financial Proposal

**STANDARD FORMS**

**APPENDIX-I**

**TECHNICAL PROPOSAL FORMS**

**FIRM'S REFERENCE**  
**Relevant Services Carried Out in the Last Five Years**  
**Which Best Illustrate Qualifications**

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

Assignment Name: <u>"As in Bid Data Sheet"</u>		Country: Khyber Pakhtunkhwa,
Location within Country: Peshawar, Pakistan		Professional Staff Provided by Your Firm:
Name of Client:		No of Staff:
Address:		No of Staff Months:
Start Date (Month/Year):	Completion (Month/Year):	Date Approx. Value of Services (in Rs.)
Name of Associated Firm (s), if any:		No. of Professional Staff Provided by Associated Firm(s)
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project		
Description of Actual Services Provided by Your Staff		

Consultants' Name: \_\_\_\_\_

## PRESENT STAFF DEPLOYMENT

(As of \_\_\_\_\_)

Major Project(s) Presently Undertaken	Project Name	Location	Associates(s)

Field of Expertise	Total Number of Permanent Staff	Staff Assigned to Above Projects

## **APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT**

Approach and Methodology proposed by the firm to carry out the assignment is sub divided in to several areas which include the following heads.

- Understanding of objectives
- Quality of Methodology
- Innovativeness
- Conciseness, Clarity & Completeness in Proposal Presentation

**COMMENTS/SUGGESTIONS OF CONSULTANT**

On the Terms of Reference (TOR)

1.

2.

3.

4.

5.

6.

Etc.

On the data, services and facilities to be provided by the Client indicated in the TOR:-

1.

2.

3.

4.

5.

Etc.



**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF**

1. Proposed Position:

---

2. Name of Firm:

---

3. Name of Staff:

---

4. Profession:

---

5. Date of Birth:

---

6. Years with Firm:

---

7. Nationality:

---

8. Membership in Professional Societies:

---

9. Detailed Tasks Assigned on the Project:

---

---

10. Key Qualifications: optional

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].

11. Education: optional

[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained.]

12. Employment Record: Required

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing

organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.

13. Languages:- optional

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].

14. Certification: Required

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

\_\_\_\_\_

Signature of Staff Member

Date: \_\_\_\_\_

Day/Month/Year



**WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL (Optional)**

Name	Position	Months (in the form of a Bar Chart)															Number of Months	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		

Full Time: \_\_\_\_\_

Part Time: \_\_\_\_\_

Activities Duration \_\_\_\_\_

Yours faithfully,

Signature \_\_\_\_\_  
(Authorized Representative)

Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Full Name \_\_\_\_\_

**COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO  
BE ASSIGNED TO EACH TEAM MEMBER**

**1. Technical / Managerial Staff**

<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>

**APPENDIX-II**  
**FINANCIAL PROPOSAL FORMS**

**FINANCIAL PROPOSAL FORMS**

**SUMMARY OF COST OF CONSULTANT**

Salary Cost : \_\_\_\_\_/-

Direct Cost : \_\_\_\_\_/-

Final cost (in figure) \_\_\_\_\_

(in words) \_\_\_\_\_

Dated \_\_\_/\_\_\_/\_\_\_\_\_

Chief Executive / Authorized Signature & Seal \_\_\_\_\_

Address of the company \_\_\_\_\_

**[Form shall be submitted on Company letter head and signed by Chief Executive or Authorized Agent]**

**DETAIL BREAK UP OF SALARY COST**

**DETAIL BREAK UP OF DIRECT COST**



## Part-II

### 13. CONTRACT AGREEMENT (Sample)

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert PE 's name]* ("the PE") having its principal place of business at *[insert PE 's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the PE wishes to have the Consultant Performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services
  - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral Part of this Contract ("the Services").
  - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time Period listed in such Annex, and the Personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to Perform the Services.
2. Term

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
3. Taxes & Duties

The firm shall be entirely responsible for all applicable taxes, duties and other such levies imposed by the concerned local provincial and federal authorities in Pakistan

A. Ceiling
3. Payment

For Services rendered pursuant to Annex A, the PE shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Paragraph 4.
5. Project Administration

A. Coordinator

The PE designates Mr./Ms. *[insert name]* as PE's Coordinator;

the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for Payment, and for acceptance of the deliverables by the PE.

B. Timesheets

During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PE reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

- |                                   |  |
|-----------------------------------|--|
| 6. Performance Standard           | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory.  |
| 7. Confidentiality                | The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PE's business or operations without the prior written consent of the PE.  |
| 8. Ownership of Material          | Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PE under the Contract shall belong to and remain the property of the PE. The Consultant may retain a copy of such documents and software.   |
| 9. Liquidated damages             | If and where applicable, liquidated damages (LD) shall be levied for delay start date of services @ Rs. 1000. per day. However, the amount so deducted shall not exceed, in the aggregate the value of the performance security.   |
| 10. Legal status to render Survey | The Bidder must be allowed and meet all conditions set forth by the GoKP to render services and licensed as such.  |
| 11. Force Majeure                 | Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the Department or of the firm. Non-availability of materials/supplies/Human resource/other resource ancillary and incidental to the conduct of instant services or of import license or of export permit or requisite NOC from concerned department/agency shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the Department keeping in view all the circumstances and requirements of the Department. |

The firm shall not be liable for liquidated damages, forfeiture of

its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

If a Force Majeure situation arises, the firm shall, by written notice served on the Department, indicate such condition and the cause thereof. Unless otherwise directed by the Department in writing, the firm shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9. Dispute Resolution

i). The Department and the Consulting firm shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

ii). If, after thirty working days, from the commencement of such informal negotiations, the Department and the consulting firm have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by the Government of Khyber Pakhtunkhwa in accordance with said Law. The award shall be final and binding on the parties.

10. Copies of Agreement

This Agreement has been duly signed by the Parties in two (2) originals and the Parties have taken one (1) each.

FOR THE PROCURING ENTITY

FOR THE FIRM/BIDDER

Signed by

Signed by

Title:

Title: