

**GOVERNMENT OF PAKISTAN
CABINET DIVISION**

PAKISTAN TOURISM DEVELOPMENT CORPORATION



**REQUEST FOR
PROPOSALS**

Pakistan Tourism Development Corporation (PTDC), Cabinet Division, Government of Pakistan invites proposals from reputable Consultancy Firms having experience of atleast five (5) years in similar assignments and registered with Income Tax, Sales Tax Departments and are on FBR's Active Taxpayer's List (ATL) for "Provision of Commercial Advisory Services for Flashman's Hotel, Rawalpindi" under **Quality and Cost Based Selection** in accordance with Rule 3(B) of Procurement of Consultancy Services Regulations, 2010.

Request for Proposal (RFP) documents may be obtained from the Office of the undersigned on payment of Rs.1000/- (Rupees one Thousand only), non-refundable. RFP documents can also be downloaded from PTDC and PPRA websites www.tourism.gov.pk and www.ppra.org.pk (Pay order of Rs.1000/- may be attached in case downloaded from website).

The Proposal, prepared in accordance with instructions in the RFP, along with earnest money of 2% of the bid value in the shape of Bank draft/ Pay order drawn in favor of PTDC may reach Office of the **undersigned by 20-08-2020 at 1400 hrs**. Technical Proposals will be opened on the **same day at 1430 hrs** in presence of representatives of bidders.

As per PPRA Rules 33(1), 2004, PTDC has the right to reject any or all Proposal(s) at any time prior to the acceptance of a bid/ proposal.

Manager (P&A),

Pakistan Tourism Development Corporation
(PTDC), Flashman's Hotel, The Mall, Rawalpindi
Tele: 051-9271581, Fax 051-9271588
Email: managerhr@tourism.gov.pk



For details visit www.tourism.gov.pk



PAKISTAN TOURISM DEVELOPMENT CORPORATION



GOVERNMENT OF PAKISTAN

Tender document for	HIRING OF COMMERCIAL ADVISORY SERVICES FOR FLASHMAN'S HOTEL, RAWALPINDI
Detail of Pages	Advertisement Technical Proposal (Page 1 to 17) Financial Proposal (Page 1 to 14)

Issue to: -----

Date.....

M/s.....

Flashman's Hotel , The Mall, Rawalpindi
Telephone No: 051-92721581, Fax 051-9271588



PAKISTAN TOURISM DEVELOPMENT CORPORATION

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REQUEST FOR PROPOSAL

HIRING OF COMMERCIAL ADVISORY SERVICES

FOR

**COMPREHENSIVE AND FUTURISTIC PLAN FOR
OPTIMIZED LAND UTILIZATION/ ADAPTIVE RE-USE OF
FLASHMAN’S HOTEL, RAWALPINDI**

TECHNICAL PROPOSAL

TERMS OF REFERENCE (TOR)

HIRING OF COMMERCIAL ADVISORY SERVICES FOR FLASHMAN'S HOTEL

1. INTRODUCTION

Pakistan Tourism Development Corporation, working under the administrative control of Cabinet Division, Government of Pakistan, is a corporate entity designed to operate on commercial basis and on corporate lines.

Flashman's Hotel Rawalpindi, owned by PTDC, is situated in the Cantonment Area at 17/22, The Mall, Rawalpindi. Total Area of Hotel is 9.34 Acres which includes 2.33 Kanals plot of old servant quarters which is situated between Haider Road and Bank Road. The Hotel has 73 rooms which include Standard Room, Deluxe rooms, Mini Suites, Executive Rooms, Family Rooms, VIP Suites, 02 Banquet Halls, Restaurant and Mini Swimming Pool etc.

In pursuance of the present Government strategy to develop tourism and make available world-class hospitality facilities in the country, PTDC intends to hire the services of a Management Consultant(s)/Corporate Consulting Firm(s) for Flashman's Hotel Rawalpindi to carry out holistic strategic analysis and prepare a comprehensive plan for the hotel including options for best utilization of the existing Land/premises with a forward thinking approach, optimal land utilization with creative business ideas etc. so as to capitalize upon the best available market opportunities, which should result in creating a constant source of revenue from the commercial use of aforesaid property for Associated Hotel of Pakistan (Ltd)/ PTDC while simultaneously offering private party an adequate rate of return on its investment. The prime purpose of the assignment is to study present position and prepare comprehensive business plan for best utilization of the premises/land.

The major benefits include:

- a) Tapping demand for hospitality sector
- b) Making optimum use of the Company's property/ land in the posh area
- c) With no Company's investment, creation of a constant source of revenue for it.
- d) Capitalizing upon private sector expertise and business efficiencies
- e) Significant risk transfer to the private party

The ownership of the assets and the land shall remain with Associated Hotel of Pakistan (AHP)/ PTDC. However, development and operation rights will be given to the private party for the prescribed concession period. At the end of concession period, the property along with any value addition shall be handed over back to PTDC/AHP at no cost.

2. SCOPE

The scope of the assignment includes, but not limited to the following:-

- a) Holistic strategic analysis of the property.
- b) Optimized land use, highest and best use, adaptive re-use, ideal land mix etc.

- c) Options appraisals and re-development studies to explore and capitalize on available market opportunities. For the area not occupied by the buildings/structures having heritage value, proposing best commercial utilization & exploitation options for such area/land.
- d) Identify potential direct and indirect revenue sources and revenue drivers pertaining to each revenue source, and make adequate revenue forecasts over the life period of each option.
- e) Carry-out risk assessment for various options and suggest adequate risk-sharing and risk-mitigation mechanisms.
- f) Determination of the commercial and market value of the property/land.
- g) Evaluation of financial estimate of each share of the property.
- h) Feasibility and viability assessment of the property.

It is expected that the Consulting firm will carry-out complete study addressing all the technical, legal, financial, economic and environmental aspects, suggesting value for money solution to PTDC/AHP involving least or no financial contribution by PTDC/AHP and addressing all other critical aspects related to it.

3. TIME LINES AND WORK SCHEDULE

The management consultant/ corporate advisory firm is expected to carry out assignments with due diligence and in accordance with prevailing professional standards. The consultant will prepare a work plan in accordance with the scope of work and are bound for timely completion of the assignment and submission of milestones / deliverables within 45 days upon receipt of letter of award.

4. CONSULTANCY FIRM PROFILE

The Consultancy Firm is expected to possess the skills and competencies in same sector, technical, financial, legal & regulatory, PPP projects etc. The Consultancy Firm's team is expected to include experts in related fields covering financial, Valuer(s), legal and technical aspects of the assignment.

The Consultancy Firm shall have overall experience of five years or more for providing Advisory Services in same sector / similar projects and possess necessary qualification (firm as well as assigned staff).

INSTRUCTIONS TO CONSULTANTS

A. DEFINITIONS

(a) “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.

(b) “Consultant” means a certified/ registered professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advisory services 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 Pakistan.

(g) “Instructions to Consultants” means the document which provides shortlisted/ pre-qualified (as the case may be) Consultants with all information needed to prepare their Proposals.

(h) “LOI” means the Letter of Intent 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) “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 procuring agency and the Consultant, and expected results and deliverables of the assignment.

(l) “Force Majeure” for the purpose of this Agreement means [this definition is subject to review by PTDC’s legal counsel]

l. an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Agreement impossible, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any sanction or restriction imposed by any governmental authority or body within or outside Pakistan; which has a material adverse effect on the ability of the Transaction Advisor to carry out the Services.

II. Force Majeure shall not include: (i) any action or failure to take action by a Party; (ii) any event which is caused by the negligence or willful act or omission of a Party or that Party's Subcontractors or personnel or agents or employees; and (iii) any event which a diligent Party could reasonably have been expected both: (a) to have taken into account at the time of the Effective Date of this Agreement; and (b) to have avoided or overcome in the course of carrying out its obligations under this Agreement

B. GENERAL INSTRUCTIONS

- i. The Procuring Agency named in the Data Sheet will select a Consultant, in accordance with the method of selection specified in the Data Sheet.
- ii. Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.
- iii. The last date for submission of the completed RFP documents is the one mentioned in the advertisement. The documents, complete in all respect, must reach this office on or before the due date.
- iv. Consultant shall submit the proposals on company letter head both "**Technical Proposal**" and "**Financial Proposal**", in two separate sealed envelopes and then these two defined envelopes enclosed in one big envelope marked as "**HIRING OF COMMERCIAL ADVISORY SERVICES FOR FLASHMAN'S HOTEL**" at the prescribed venue. Proposal must be signed and stamped by the consultant. 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.
- v. The technical proposals would be opened thereafter on the same day at 1430 hours. Consultants(s) may attend the opening of proposals. Only one official per proposal shall be permitted to attend against written authorization. Proposal received after this date will not be considered
- vi. The technical proposal should contain, inter-alia; a complete description and explanation of the proposed methodology for the Assignment (work plan), timelines, staffing, names and qualifications of allocated personnel and any other resources that Consultant/Advisor will make available to execute the Assignment and achieve its objectives.
- vii. Consultant shall confirm in writing that the consultant fully understands that their proposal is valid for a period of ninety (90) days starting from the last date for receipt of proposals by signing the Cover Letter.
- viii. The Consultant must possess valid registration under Sales & Income Tax Authorities and are on active tax payer list including where relevant SECP or any other government authority-local, provincial or federal, Relevant Provincial Tax Authorities if operational in a province and also with other relevant bodies where applicable.
- ix. Interested Consultants may visit the Flashman's Hotel at any time during working hours before submission of proposal.
- x. The Consultants 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.

- xi. The Consultant shall not have a “**Conflict of Interest**”. All consultants found to have conflict of interest shall be disqualified at any stage of the process including contract administration stage.
- xii. The consultant should have relevant experience of providing similar services for last (Five) 05 years and should have completed at least THREE (3) similar tasks of comparable complexity and scale.
- xiii. The Consultancy services will be subject to all admissible taxes including stamp duty (if any) and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.
- xiv. The Contract negotiations for the Assignment shall be conducted with the authorized representatives of the Successful Bidder and shall primarily focus on issues related to the work plan, deliverables and mechanism for payment and disbursements. The Assignment duration shall remain the same as provided in data sheet. A copy of the document conferring authority in this regard shall be made available prior to commencing the Assignment negotiations. In case the negotiations with the Successful Bidder are unsuccessful, negotiations with the authorized representatives of second Successful Bidder may be carried out, and so on and so forth.
- xv. PTDC shall be under no obligation to select any of the firm/ consortium submitting the proposal, and have the right to cancel the procurement process at any time, without assigning any reason.

C. REQUIRED DOCUMENTS

The consultant qualifying the criteria shall submit following in sealed cover containing documents in support of the eligibility conditions as mentioned with the following documents:

1. Profile of the consultant firm (max 1 page) explaining why they are the most suitable for the assignment.
2. Corporate Consulting Firm(s) or Corporate Finance Firms (s) registered in ‘Category A’ in the State Bank of Pakistan’s Panel of Auditors as per Section 35(1) of Banking Companies Ordinance, 1962 are eligible to apply. Proof of being a Category A firm must be attached.
3. The firms are expected to associate reputable and experienced law firm(s), Valuer (s) and real estate planning/ engineering experts to successfully complete the assignment as per scope of the project. Details of **associated firms/experts must be shared in the technical proposal**.
4. Relevant Experience (max 2 page). Number of years in the business (please mention), Past Performance (Please mention detail and along with evidence), General Experience (Please mention Number of years and nature of experience)
5. Detailed methodology and conceptual framework with expected deliverables and timelines (3-5 pages).
6. Company activities, background and proof of similar nature experience during last five years.
7. Skill and experience of organization and management personnel. Technical capabilities of the firm (Please mention detail), Managerial capabilities of the firm (Please mention detail),

8. Income tax and sales tax registration and all other association / affiliation / certification with relevant bodies.
9. The firm must submit an affidavit on Rs.100/- stamp paper of non-blacklisting from any government / semi-government/ autonomous departments / bodies duly notarized and latest.
10. Please mention the association / affiliation / certification with relevant bodies / entities like SECP, relevant standards of ISO etc. (relative grading for shortlisting will be carried out so please mention all kind of association / affiliations/ certifications that the consulting firm may have along with documentary evidences)
11. The completion of all requirements in accordance with the instructions in this RFP and submission to PTDC of a bid will constitute an offer and indicate the Consultant's agreement to the terms and conditions in this RFP and any attachments hereto. Issuance of this RFP in no way obliges PTDC to award a purchase order, nor does it commit PTDC to pay any costs incurred by the consultant in preparing and submitting the quote. PTDC has the right to increase or decrease the goods and services mentioned in this RFP.

DATA SHEET

1. RFP No.	
2. Issue Date	
3. Name of Procuring Agency	Pakistan Tourism Development Corporation (PTDC)
4. Brief Description of Services	HIRING OF COMMERCIAL ADVISORY SERVICES FOR FLASHMAN'S HOTEL
5. Issuing Office/opening of proposal	PTDC Head Office, Flashman's Hotel, 17-22, The Mall, Rawalpindi or Koshar Block, Pak Secretariat, Islamabad
6. Number of Copies to be submitted	One original plus 03copy of Technical& Financial Proposals
7. Deadline for Receipt of Proposal	As mentioned in the advertisement.
8. Bid Security/Earnest money Amount	2% of the Bid Amount. Earnest Money is required to be submitted with Financial bids only
9. Period of Bid Validity	90 days from the date of opening of Proposal.
10. Employer's address: Contact Person at PTDC FLASHMAN'S HOTEL	Name: Asad Bilal Jehangir Designation: Manager (P&A) Office Address: Flashman's Hotel , The Mall, Rawalpindi e-Mail: managerhr@tourism.gov.pk Tel: 0092-51-9271581
11. Bidding Procedure	Quality and cost based selection - Rule 3(B) of Procurement of Consultancy Services Regulations, 2010.
12. Technical proposal Forms	Form-I -Letter of Application Form-II -General Information Form-III -Financial Data Form-IV -Firm's/Company's organization and experience. Form-V-Descriptive approach, strategic analysis, feasibility& viability assessment, options appraisal, work plan, HR details etc
13. Language of Bid	English
14. Compliance with Terms and Conditions	CONSULTANTS shall be aware of the general terms and conditions for an award resulting from this tender. The selected CONSULTANTS shall comply with all Representations and Certifications of Compliance as required
15. Determination of Responsibility	PTDC will not enter into any type of agreement with a firm/company prior to ensuring the firm/Company's responsibility. When assessing a firm/company's responsibility, the following factors are taken into consideration: a. Provide copies of the required business licenses/registration to operate in Pakistan. b. Ability to comply with required or proposed delivery or performance schedules. c. Having adequate technical expertise and financial resources to deliver the required services. d. Ability to comply with required or proposed delivery or performance schedules. e. Have a satisfactory past performance record. f. Have a satisfactory record of integrity and business ethics. g. Be qualified and eligible to perform work under applicable laws and regulations. h. Communicate effectively and timely if any determination of responsibility terms cannot be met or delayed.

D. APPLICABLE BIDDING PROCEDURE:

The bidding procedure will be Quality and cost based selection as per Rule 3(B) of Procurement of Consultancy Services Regulations, 2010, as detailed below:

- a) A request for proposal (RFP) as laid down in regulations is advertised to invite interested applicants or firms to contest;
- b) the evaluation of proposals shall be carried out in two stages in the following manner, namely:-
 - i. the technical proposals shall be evaluated and the procuring agency may discuss technical details, if it may deem necessary;
 - ii. the financial proposals of technically responsive proposals shall be opened in the presence of the applicants or their representatives who may wish to attend the opening session; and
 - iii. a combined evaluation of technical and financial proposals shall follow and the applicant with the winning proposal will be accepted.

E. TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall provide information regarding how the bidder is technically qualified to undertake and complete the Assignment as per the scope of study in timely and cost-effective manner. The Bidder, for it to be technically qualified and for its proposal to be responsive, shall be required to demonstrate the following through documentary evidence regarding:

- a) Corporate Consulting Firm(s) or Corporate Finance Firms (s) registered in 'Category A' in the State Bank of Pakistan's Panel of Auditors as per Section 35(1) of Banking Companies Ordinance, 1962 are eligible to apply. Proof of being a Category A firm must be attached.
- b) The firms are expected to associate reputable and experienced law firm(s), Valuer (s) and real estate planning/ engineering experts to successfully complete the assignment as per scope of the project. Details of associated firms/experts must be shared in the technical proposal.
- c) The firm must have at least 5 years relevant experience of dealing with similar projects of comparable scale and complexity.
- d) It must have successfully undertaken and completed 3 similar assignments (proposing commercial use of real estate property through private sector investment and it actually turned out to be a success story)
- e) It must have strong business acumen to suggest value for money proposition for the government to make the most of available Property

In addition to the above the bidder shall also be required to demonstrate the following:

- a) Relevant experience and similar assignments
- b) Competence and qualification of team
- c) Work Plan and Methodology

The Technical Proposal shall, at minimum, contain the following information, using the attached Standard Forms

- a) Demonstration of the Bidder's eligibility, capability and experience to effectively undertake the Assignment
- b) 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, firm's involvement and specific role, the profiles of the staff, duration of the assignment, contract amount, etc.
- c) Complete description of the proposed methodology, Work plan for performing the assignment
- d) Time-line for undertaking and completing every task incidental to the completion of entire Assignment in timely manner, including but not limited to undertaking site visits, completing ground work, identify & evaluate options, preparing the study, submission of draft report and submitting final deliverables.
- e) The list of the proposed staff team and associated firms to be deployed for the assignment with qualifications and experience by specialty, the tasks that would be assigned to each staff team member, and their timing.
- f) Key HR information should include number of years working for the consultant firm and degree of responsibility held in various assignments during the past years.
- g) The Technical Proposal shall **not include any financial information.**

F. EVALUATION OF PROPOSAL

- i) The Procuring Agency (PA) shall examine the proposal to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Proposal are generally in order.
- ii) Procuring Authority 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 criteria. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the evaluation criteria.
- iii) The factors to be considered shall include but not be limited to: Experience, creativeness, methodology, team, financial capacity and technical capability. Each consultant will be compared with a predetermined set of minimum values. The consultant must attain at least the minimum value for each category. The evaluation of consultant will be done as per following criteria:
 - a) General Information / Company details
 - b) Approach, Strategic analysis, Feasibility & Viability Assessment, Options Appraisal, work plan and conformance with TORs.
 - c) Experience of similar projects with public or private sectors
 - d) Similar assignments both in terms of nature of work and complexity
 - e) Organizational capacity with regard to HR/Equipment's
 - f) Financial capacity
 - g) Quality Assurance
 - h) Key Personals to be assigned to the Project.
- iv) After ascertaining completeness/ eligibility of bids, the proposals shall be evaluated as prescribed evaluation criteria. The firms obtaining atleast 70% marks in the technical proposal shall be eligible for participation in financial proceedings. 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 un-opened.

G. EVALUATION CRITERIA

The bids shall be evaluated in accordance with the prescribed evaluation criteria. Lowest Evaluated Bid will be considered on the basis of 70% weightage of technical proposals and 30% weightage of financial proposal under the principle of value for money as defined in PPRA Rules.

S.NO	Evaluation Parameter	Marks
1.	Company: operational head/Sub/regional offices, fully functional Head Office, sub-office/s (05 marks)	05 Marks
2.	Approach, Strategic analysis, feasibility & viability assessment, options appraisal, work plan and conformance with TORs	35 marks
3.	Value of similar assignments undertaken a) \geq PKR 01 billion (10 Marks) b) \geq PKR 500 million and up to PKR 01 billion (6marks) c) $<$ PKR 500 million to PKR 200 million (3marks) d) $<$ PKR 200 million (1 Mark)	10marks
4.	Experience of similar projects with public or private sectors: a) Experience: Up to the 05years (02 marks), 7 to 10 years (03 marks), 10 or more years (05 marks) b) Number of similar assignments: Up to 3 (05 marks), 4-6(08 marks), more than 6(10 marks) c) Industry company reputation/professional references (5 marks) d) Demonstration of quality work (5 marks)	25 Marks
5.	Organizational capacity of the firm with regards to available resources for the assignment/study: a) Relevant technical and managerial permanent staff (0-3 marks depending on number of staff) b) Key experts/professionals assigned to the study/assignment with qualification and experiences (12)	15 Marks
6.	Income tax statement supported with Audited Accounts and/or Tax Returns.(Slab/ceiling of income tax paid during last 03 years) a) Less Than two million (2 Marks) b) Two to Three million (4 Marks) c) Three million and above (8 Marks) d) Current ATL Certificate(1 Mark) e) Bank Certificate showing financial soundness(1 Mark)	10 Marks

Note: The technical proposal questionnaire contains following Forms:

Form-I -Letter of Application

Form-II -General Information

Form-III -Financial Data

Form-IV -Firm's/Company's organization and experience.

Form-V -Approach, Strategic analysis, feasibility& viability assessment, options appraisal, work plan, team composition/task assignments.

All the information shall be strictly submitted in accordance with the above formats / forms. Technical Evaluation of consultant will be done on the basis of information / data given on these Forms / formats. Company brochures etc could be forwarded as supplementary but will not be entertained in lieu of the prescribed formats and no data will be extracted from such pre-printed documents.

Note: The qualifying score out of 100 is 70% of the total Marks obtained on technical criteria stated above.

FORM I: LETTER OF APPLICATION

Registered Business Name: _____
Registered Business Address: _____
Telephone: _____
Fax: _____
Email: _____ Mobile Phone: _____

To:
**Manager(P&A),
PTDC, Flashman's Hotel
Rawalpindi.**

SUBMISSION OF TECHNICAL PROPOSAL

Sir,

1. We hereby submit Technical Proposal for evaluation with Pakistan Tourism Development Corporation (PTDC) for hiring of Commercial Management Consultant.
2. I / We Authorize Pakistan Tourism Development Corporation or its authorized representatives to conduct any investigations and to verify the statements, documents and information submitted and to clarify the aspects of this application from any person, bank department, agency or firm.
3. I/ We declare that:
 - i. The statements made and the information provided in the documents is complete, true and correct in every detail.
 - ii. This firm has never been black listed by any Government Department, Semi-Government Authority or Private Company or Corporation and not involved in litigation/ arbitration with any client. (Separate undertaken may be attached).

Respectfully,

(Name/ Designation)
(Authorized representative)
Date: _____

FORM-II: GENERAL INFORMATION

1. Name of the Consultant/Firms: _____ Owner's representative may visit your office premises to ascertain details / data provided by you.

 2. Nature of the Company: _____ Limited / proprietorship.

 3. Year of Establishment in case of Partnership /Proprietorship _____
Year of incorporation, in case of Private Limited Company _____

 4. Please enclose copy of certificate from Registrar of consultant in case of Partnership/ Proprietorship.

Or

Copy of incorporation Certificate, in case of Private Limited Company.
Certificate No. _____ Dated: _____

 5. Office Address: _____

 6. Phone: _____ Fax: _____ Email: _____
Mobile _____.

 7. Branch Office(s) address (if any): _____

Phone: _____ Fax: _____ Email: _____
Mobile _____.

 8. Name of Company Representative: _____ (State name and position of your nominated representative to be addressed in future communication).

 9. Name of Technical Representatives: _____
(State Name & Job Title).

 10. Registration with any Government Department: _____
-

FORM-III: FINANCIAL DATA

Firm/Company must be able to demonstrate they have sufficient economic and financial means to fully guarantee finance and execute the assignment during the period of the contract.

1.	Name of Consultant/Firm				
2.	Name of Banks & Branch	Bank Bank Bank		Branch Branch Branch	
3.	Certificate from Bank	Please attach current Bankers reference / certificate stating financial soundness.			
4.	National Tax Number				
5.	Income Tax paid during last three years				
6.	Overall Annual Turnover during last 03 years.				
7.	Availability of capital sufficient for Assignment (last 03 years net worth statement).				
8.	Professional Tax Registration No.				
9.	Sales Tax Registration No.				

LITIGATION / ARBITRATION INFORMATION

	Indicate Brief Details of Any Litigation / Arbitration Entered into with Any Employer and Result thereof:

FORM IV: CONSULTANT'S ORGANIZATION AND EXPERIENCE.

A. Consultant's Organization

Provide a brief (two pager) description of the background and organization of the consultant and company and joint venture partner for this assignment.

B. Consultant's Experience [For Full technical proposals only]

[Using the format below, provide information on each assignment for which your firm and each joint venture partner was legally contracted either individually or as a joint venture for carrying out services similar to the ones requested under current services/bid]

Note: For each Assignment separate sheet shall be provided.

Assignment Name	
Country: Location within country	
Address:	
Approx value of the Contract/Services provided by your firm under the contract (in Current PKR)	
Total Duration of assignment(months) Start date (month/year) Completion date (month/year);	
Name of Client;	
Name of the employees of your firm involved and functions performed.	
Total No of persons-months of the assignment	
No of professionals person-months provided by the joint venture partners or sub consultant.	
Name of joint venture partner or sub consultant, if any	
Narrative description of Project	
Description of actual services provided in the assignment	

Consultant's/Firm's Name _____

FORM V: Description of Approach, Strategic analysis, feasibility& viability assessment, options appraisal, work plan for performing the assignment.

[Detail of technical approach Strategic analysis, feasibility& viability assessment, options appraisal, work plan]

Technical approach, methodology and work plan are the key components of Technical proposal divided into the following three sections a) Technical Approach, innovativeness/creativity and Methodology, b) Work plan, and c) Organization and Personnel.

V-a) Technical Approach and Methodology

In this section you should explain your understanding of the objective of the assignment/services, approach adopted /proposed for the services, methodology for carrying out the activities and obtaining the expected output and the degree 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 compatibility of those methodologies with the proposed approach.

V-b) WORK PLAN

In this Section, you should propose the main activities of the assignment their contents and duration, milestone, and delivery dates etc. The proposed work plan should be consistent with the technical approach and methodology.

V-c) Organization and Personnel

In this section 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 personnel.

Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	Education/degree(year/institution)	No of years of relevant project experience

**HIRING OF COMMERCIAL ADVISORY SERVICES
FOR
COMPREHENSIVE AND FUTURISTIC PLAN FOR
OPTIMIZED LAND UTILIZATION/ ADAPTIVE RE-USE OF
FLASHMAN’S HOTEL, RAWALPINDI**

FINANCIAL PROPOSAL

FORM I: LETTER OF APPLICATION

(Must be attached with proposal on firm/company letterhead)

Registered Business Name: _____

Registered Business Address: _____

Telephone: _____

Fax: _____

Email: _____ Mobile Phone: _____

To:

**Manager (P&A),
PTDC, Flashman's Hotel
Rawalpindi.**

SUBMISSION OF FINANCIAL PROPOSAL

Sir,

1. We, the undersigned, offer to provide the consulting services for preparation of [insert title of assignment] in accordance with your request for proposal date [insert date] and our technical proposal.

2. Our attached financial proposal is for the sum of _____.

3. Our Financial proposal shall be binding upon up to the validity period of proposal. We understand you are not bound to accept any proposal you receive.

We remains,

Respectfully,

(Name/ Designation)
(Authorized representative)
Date: _____

INSTRUCTIONS TO CONSULTANT

A. CONTENTS OF FINANCIAL PROPOSAL

In addition to Invitation for Proposal, the RFP are those stated below,

- (i) Special Stipulations
- (ii) Form of Prices Schedule
- (iii) Form of Performance Security
- (iv) Form of Contract Agreement
- (v) Form of Integrity Pact

B. NOTIFICATION OF AWARD & SIGNING OF CONTRACT AGREEMENT

- i. Prior to expiration of the period of bid validity prescribed by the PA, the PA will notify the successful Consultant in writing ("Letter of Acceptance") that his bid has been accepted.
- ii. Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the PA will send the successful Consultant the Form of Contract Agreement provided in the RFP, or as amended, incorporating all agreements between the parties.
- iii. The formal Agreement between the PA and the successful Consultant shall be executed within seven(7) days of the receipt of Form of Contract Agreement by the successful Consultant from the PA.

C. PERFORMANCE SECURITY/GAURANTEE

- i. The successful Consultant shall furnish to the PA a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- ii. Failure of the successful Consultant to comply with the requirements of B (ii) & B (iii) or C(i) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

D. INTEGRITY PACT

- i. The Consultant shall sign and stamp the Form of Integrity Pact provided in the Bidding Document for all Federal Government procurement contracts exceeding Rupees 10.00 million. Failure to provide such Integrity Pact shall make the bid non-responsive.

SPECIAL STIPULATIONS

The stipulations outlined hereunder in the form of a table summarized certain terms and conditions which are set forth in the instructions to consultant, General Condition of the contract and special provisions and these stipulations form an integral part of the contract.

1.	Amount of Earnest Money/Bid Security.	Two percent (2%) of the tendered cost to be submitted with Financial Proposal Only
2.	Form of Earnest Money.	Either a pay order or deposit at call from a scheduled bank in favour of the PTDC, or a tender guarantee from a scheduled bank in the form appended to the tender.
3.	Release of Earnest Money/Bid Security.	i). To be returned to the successful tenderer after signing of formal agreement and submission of performance guarantee and / or bond. ii). To be returned in the case of unsuccessful Consultant after award of contract.
4.	Time of signing of formal agreement with the successful tenderer.	Within 14 (Fourteen) days of the date of issue of the Notice of Award/letter of intent.
5.	Time of submission of performance guarantee / performance bond.	Within 14 (Fourteen) days of the date of issue of the Notice of Award/letter of intent.
6.	Amount of performance guarantee / performance bond.	5% of the Contract Amount.
7.	Release of performance guarantee / performance bond.	On issue of Completion Certificate.
8.	Time of commencement.	Within 15 (Fifteen) days of the Procuring Agency Order to commence services.
9.	Time of completion of services.	The services shall be completed within 45 days from award of contract.
10.	Mode of Payment	No advance payment shall be made. The payment shall be made on successful completion of assignment.
11.	Amount of liquidated damages for non-completion of the Services within stipulated time.	0.05% of the contract price per day.
12.	Limit of liquidated damages.	10% (Ten Percent) of the contract price.

Signature of Consultant: _____ Seal of the Consultant: _____

Dated: _____

(LETTER OF OFFER)

To:

**Manager (P&A), Pakistan Tourism Development Corporation
(PTDC),Flashman's Hotel, the Mall, Rawalpindi.**

Gentlemen,

1. Having examined the RFP including Instructions to Consultant, Bidding Data, Conditions of Contract, Contract Data, Specifications, Special specifications, Schedule of Prices and Addenda No.(if any) for the execution of the above-named Services, we, the undersigned, being a company doing business under the name of _____ and address _____ - _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Services and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____ only) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the forms attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Services and to deliver and complete the Services comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Services.

Dated this ____ day of _____, 20

Signature and seal _____

in the capacity of _____ duly authorized to sign bid for and on behalf
of _____ (Name of Consultant in Block Capitals)

Address _____

FORM OF PRICE SHCEDULE – SUMMARY OF COST

DESCRIPTION	COST(Pak Rupees)
<p>a) Holistic strategic analysis of the property.</p> <p>b) Optimized land use, highest and best use, adaptive re-use, ideal land mix etc.</p> <p>c) Options appraisals and re-development studies to explore and capitalize on available market opportunities. For the area not occupied by the buildings/structures having heritage value, proposing best commercial utilization & exploitation options for such area/land.</p> <p>d) Identify potential direct and indirect revenue sources and revenue drivers pertaining to each revenue source, and make adequate revenue forecasts over the life period of each option.</p> <p>e) Carry-out risk assessment for various options and suggest adequate risk-sharing and risk-mitigation mechanisms.</p> <p>f) Determination of the commercial and market value of the property/land.</p> <p>g) Evaluation of financial estimate of each share of the property.</p> <p>h) Feasibility and viability assessment of the property.</p>	
Total cost of the Financial Proposal	

Total cost of financial proposal in words (in Pak Rupees)

**Signature of Consultant
With Official Seal**

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the PA)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Consultant) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the RFP and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the PA) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said PA, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the PA's above said Letter of Acceptance for _____ (Name of Contract) for the _____

_____ (Name of Project).

NOW THEREFORE, if the Principal (Consultant) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the PA, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the PA without delay upon the PA's first written demand without cavil or arguments and without requiring the PA to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the PA's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to PA's designated Bank & Account Number.

PROVIDED ALSO THAT the PA shall be the sole and final judge for deciding whether the Principal (Consultant) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the PA forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Guarantor (Bank)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

SAMPLE FORM OF CONTRACT AGREEMENT

THIS AGREEMENT is made and executed on this day of **2019**, between the Pakistan Tourism Development Corporation (PTDC), Government of Pakistan through its Manager hereinafter referred to as "The Procuring Agency (PA)" (which expression shall unless repugnant to the context shall mean and include their successor-in-interest and assigns) of the One Part.

AND

M/s _____ having its head office located at Office _____ hereinafter called "The Consultant" (which expression shall unless repugnant to the context shall mean and include their successor-in-interest and assigns).

Whereas, proposal have been received by the Procuring Agency for "**Commercial Advisory Services**" called the "service" and the proposal of the Consultant for the said services has been accepted by the Procuring Agency.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter contained, the adequacy and sufficiency of which is hereby acknowledged, the said parties hereby covenant and agree as follows:

1. In consideration of the covenants and agreements to be kept and performed by the Consultant, and for the faithful performance of this contract, and the completion of the Services embraced therein according to the quality, requirements and conditions, the Consultant shall receive and accept as full compensation for everything furnished and done by the Consultant under this agreement, the contract Price of/- (Rupees:) as stipulated in the letter of intent at the times and in the manner prescribed in the conditions of contract. No advance payment shall be made.
2. The Consultant shall commence the said assignment w.e.f.after receipt of written order from the PTDC and shall complete fully the Services in accordance with terms and conditions of the agreement.
3. The following documents shall be deemed to form, and be read and construed as part of this Agreement:-
 - i. Letter of Intent No. _____
 - ii. The Letter of Acceptance;
 - iii. The completed Form of Bid
 - iv. Tender Documents
4. Deliverables/scope of work

Description of Services to be Performed	Time
i) Holistic strategic analysis of the property. j) Optimized land use, highest and best use, adaptive re-use, ideal land mix etc. k) Options appraisals and re-development studies to explore and capitalize on available market opportunities. For the area not occupied by the buildings/ structures having heritage value, proposing best commercial utilization & exploitation options for such area/land.	45 days from the date of award of the contract

<ul style="list-style-type: none"> l) Identify potential direct and indirect revenue sources and revenue drivers pertaining to each revenue source, and make adequate revenue forecasts over the life period of each option. m) Carry-out risk assessment for various options and suggest adequate risk-sharing and risk-mitigation mechanisms. n) Determination of the commercial and market value of the property/ land. o) Evaluation of financial estimate of each share of the property. p) Feasibility and viability assessment of the property. 	
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5. This contract shall be executed in three counterparts, 01 copy each for the office of Procuring Agency, one for the Consultant and one for Managing Director, PTDC.
6. M/s. _____ shall not obtain or induce the procurement of any contract, right, interest privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by PTDC, Government of Pakistan through any corrupt business practice.
7. The Consultant shall furnish to the Employer a Performance Security amounting to 5% of the total tender price in the form of a bank guarantee issued by a scheduled bank in favor of Pakistan Tourism Development Corporation within a period of fourteen (14) days after the receipt of Letter of Acceptance. The performance guarantee must be valid for project completion period plus the defects liability period of six months.
8. Without limiting the generality of the foregoing the Consultant represent 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 of kick back, 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 PTDC except that which has been expressly declared pursuant hereto. During the term of this Agreement, the Consultant and the Personnel shall not provide similar/related services to any other entity directly or indirectly interested in the project for which the Consultant is engaged by PTDC.
9. The Consultant 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 PTDC and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
10. The Consultant shall not assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of the PTDC.
11. The Consultant 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 is agreed that any contract, rights, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and

remedies available to PTDC under any law, contract or other instrument, be voidable at the option of PTDC, Government of Pakistan.

12. Notwithstanding any rights and remedies exercised by PTDC in this regard, the Consultant agrees to indemnify PTDC for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PTDC in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from PTDC.
13. Time of Completion of Services under the Agreement: As mentioned in clause 4 above.
14. In case the vendor fails to complete the assignment within the prescribed time in accordance with the terms and conditions laid down in the tender document and this agreement, penalty @ 0.5% of the total cost per day maximum up to 10% of the total value of order will be imposed. PTDC may take further action such as claim of Bank Guarantee and/or blacklisting of the company in case the project deliverables are not delivered as per terms and conditions of tender document and agreement even after imposition of penalty.
15. Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be deemed to have been given or made when delivered in person to any authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address provided by each party.
16. The Consultant shall not, during the term of this Agreement, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement, or the PTDC/Flashman's business or operations (other than for the purposes of the Services) without the prior written consent of the PTDC, unless such disclosure is required by Applicable Law or regulation or such information is required for research purposes or has entered the public domain other than by a breach of this Agreement, or was already in public domain, or was already lawfully in the possession of the Consultant at the time of such disclosure to them.

17. **DEFAULT**

Defaults by Consultant

If the consultant abandons the Services, refuses or fails to comply with a valid instruction of the PA or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the PA may give notice referring to this Sub-Clause and stating the default. If the consultant has not taken all practicable steps to remedy the default within seven (07) days after receipt of the PA's notice, the PA may by a second notice given within a further fourteen(14)days, terminate the Contract.

Default by PA

If the PA fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Consultant may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within seven (07) days after the PA's receipt of this notice, the Consultant may suspend the execution of all or parts of the Services. If the default is not remedied, the

Consultant may by a second notice given within a further fourteen (14) days, terminate the Contract.

18. Payment upon Termination

After termination, the Consultant shall be entitled to payment of the unpaid balance of the value of the Services executed be adjusted by the following:

a) any sums to which the Consultant is entitled,

b) any sums to which the PA is entitled,

c) if the PA has terminated, the PA shall be entitled to a total sum equivalent to the value of the Services not executed at the date of the termination, and

if the Consultant has terminated, the Consultant shall not be entitled to any sum except for the payment of the actual services completed by him and any deductions thereof. The net balance due shall be paid or repaid within twenty eight(28) days of the notice of termination.

19. This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Pakistan. The Consultant undertakes to comply with the Applicable Law during the performance of the Services under the Agreement.

20. **Force Majeure Event** for the purpose of this Agreement means:

I. an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Agreement impossible, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any sanction or restriction imposed by any governmental authority or body within or outside Pakistan; which has a material adverse effect on the ability of the Transaction Advisor to carry out the Services.

II. Force Majeure shall not include: (i) any action or failure to take action by a Party; (ii) any event which is caused by the negligence or willful act or omission of a Party or that Party's Subcontractors or personnel or agents or employees; and (iii) any event which a diligent Party could reasonably have been expected both: (a) to have taken into account at the time of the Effective Date of this Agreement; and (b) to have avoided or overcome in the course of carrying out its obligations under this Agreement

21. Without prejudice to the conditions laid in Tender Documents, this agreement may be amended or modified through mutual written consent of the parties and shall enter into force on the date of its signature.

22. In case of any dispute between the parties, the matter shall be amicably resolved through negotiations and if the two parties fail to reach any settlement, the matter shall be referred to the Managing Director, PTDC who shall be the sole arbitrator to decide the matter in accordance with prevailing rules/ law.

23. Without prejudice to the conditions laid in Tender Documents, all differences arising from or concerning with the application or interpretation of this agreement shall be amicably settled through mutual consultations & negotiations between the parties. In case of non-settlement, the matter may be referred to Secretary, Cabinet Division for arbitration under the Arbitration Act, 1940.

In Witnesses, WHEREOF the PA and the Consultant have executed this agreement on the date and place as mentioned above.

**Signed and Delivered by the Employer
Vendor**

Signed and Delivered by the

Above named in the Presence of:

1. Name _____

Signature: _____

Address: _____

2. Name _____

Signature: _____

Address _____

(FORM OF INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Consultant] 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 Consultant] 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 Consultant] 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 Consultant] 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 Consultant] 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 PA: Name of Consultant:

Signature: Signature:

[Seal]

[Seal]



PAKISTAN TOURISM DEVELOPMENT CORPORATION

Flashman's Hotel , The Mall, Rawalpindi Tele: 051-9271581, Fax 051-9271588

Web: www.tourism.gov.pk Email: managerhr@tourism.gov.pk

No.

Dated:

To : _____

Subject: COMMERCIAL ADVISORY SERVICES-LETTER OF INTENT.

Reference to your tender dated: _____ submitted for the subject services, it is to inform you that PTDC intends to award you the contract at your quoted rates Rs. _____ (Rupees: _____ Only) subject to following terms and conditions.

- i) That no escalation in contract prices will be allowed and rates quoted by you will remain valid for entire period of contract.
- ii) You will work under the supervision of PTDC Representative named _____ and follow the instructions issued to you from time to time.
- iii) You are also required to execute the agreement on Non-Judicial Stamp Paper.
- iv) The competent authority reserves the right to terminate your contract and clear your accounts at any stage if they so desire.
- v) It may be mentioned that this letter of intent does not confirm any right of claim by any party. You are now hereby directed to communicate acknowledgement and response to this letter of Intent immediately, so that further action in the matter be taken.

**Manager (Flashman)
With Official Seal**