



**GOVERNMENT OF SINDH
FOREST & WILDLIFE DEPARTMENT**

**FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR THE DEVELOPMENT
OF CARBON EMISSION REDUCTION THROUGH FORESTATION PROJECT
UNDER PUBLIC-PRIVATE PARTNERSHIP MODE**

RESPONSE DOCUMENT NO. I

17th February 2023

Address: Office of the Chief Conservator of Forests, Sindh (Mangroves & Rangelands) Forest
Campus, Jinnah Avenue Model Colony, Karachi.

Website: <https://sindhforests.gov.pk/> **E-mail:** sfd1ppp@gmail.com and ppp.fsta@gmail.com

Telephone: +92 21 3411 0196 **Fax:** +92 21 99245320

IMPORTANT NOTICE

The responses to prospective Bidders' queries document (the '**Response Document No. I**') is in furtherance to requests for queries/ clarifications received from the prospective Bidders in respect of the Bidding Process relating to a feasibility study and transaction advisory services for the development of carbon emission reduction through forestation project under public-private partnership mode (the '**Assignment**'), being conducted pursuant to the Request for Proposal Document (the '**RFP Document**') dated 02nd January 2023.

*Unless expressly specified otherwise, all **capitalized terms** used herein shall bear the meaning ascribed thereto under the RFP Document.*

This Response Document No. I is being circulated by the Forest Department (the '**Procuring Agency**'), subsequent to its consultant selection committee's approval, in pursuance of the Instructions to Consultant (ITC) Clause-10.1 of the RFP Document. Neither any of these entities nor their employees, personnel, or agents make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein or in any other document made available to a Person in connection with the Bidding Process for the Assignment and the same shall have no liability for this RFP Document or any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Proposals or Bids. Neither any of these entities nor their employees, personnel, agents, consultants, advisors and contractors etc., will be liable to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon the RFP Document or otherwise in connection with the Assignment as contemplated herein.

The Proposals or Bids submitted in response to the RFP Document by any of the Bidders shall be upon the full understanding and agreement of any, and all terms of the RFP Document, the Addendum to the RFP Document, and the Response Document (the '**RFP Documents**') and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP Documents. Any Bid submitted by a Bidder in response to the RFP Documents shall be construed based on the understanding that the Bidder has done a complete and careful examination of the RFP Documents and has independently verified all the information received (whether written or verbal) from the Procuring Agency (including from its employees, personnel, agents, Consultants, advisors, and contractors, etc.).

This Response Document is not an agreement; its sole purpose is to provide interested Bidders with information that may be useful in preparing their Bids or Proposals. The Procuring Agency reserves its right, in its full discretion, to modify the RFP Documents and/ or the Assignment at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

RESPONSE DOCUMENT NO. I

SR.	RFP REFERENCE	PROSPECTIVE BIDDER'S QUERY/ COMMENT	PROCURING AGENCY'S RESPONSE/ CLARIFICATION
SECTION II – INSTRUCTIONS TO CONSULTANTS (ITC)/ BID DATA SHEET (BDS)			
1.	ITC Clause 1.1	<p><i>Project means a project implemented as a Public-Private Partnership in <u>one of the infrastructure sectors</u> listed in Schedule-I of the Sindh Public-Private Partnership Act, 2010;</i></p> <p>Please clarify under which sector listed in Schedule-I would the project fall under or any other sectors as may be approved.</p>	The Project relates to the forest/ environment sector, which may be considered as part of the other sector or service as listed in Schedule-I of the Act.
2.	ITC BDS Clause 9.2	Bid security in terms of insurance guarantee is also requested to be acceptable.	No change.
3.	ITC BDS Clause 16.4	The due date for submitting the proposal is requested to be extended to 6 th March 2023, as we require additional time for engaging international experts for this project. We are keen to participate in this bidding process and look forward to working with the PPP team.	The Bids submission deadline has been extended to 15 th March 2023. For further details, refer to the Addendum Document No. I dated 17 th February 2023.
4.	ITC BDS Clauses 18.1, 13.1, 6.1 & 2.2	Refer to Data Sheet ITC 18.1, 13.1, 6.1 & 2.2 of the RFP Document Page No. 30 <i>"In the case of a Consortium, the Lead Member alone must have an average annual financial turnover of at least PKR 75 million, and all other members collectively must have an average annual financial turnover of at least PKR 10 million</i>	Bidder shall require to submit annual statements, duly certified by a chartered accountant, for the most recent three (3) years in accordance with the RFP Document. However, where a Bidder is unable to submit an audited statement for the last financial year, i.e., 2021-22, due to the pendency of internal

		<p><i>during the last three (3) years”.</i></p> <p>If a Bidder is unable to submit an audited statement for the last financial year due to its approval pending at the Company’s Board of Director level, in this case, a draft financial statement along with supporting documents are to be acceptable for this submission. Please confirm.</p>	<p>approval or any other legal requirement, then the Bidder, in such a case, shall submit the draft audit statements duly verified by a certified chartered accountant along with valid reasons/ justification for submitting the draft, while submitting Bid to the Procuring Agency.</p>
5.	<p>ITC BDS Clauses 18.1, 13.1, 6.1 & 2.2; and ITC BDS Clause 18.1</p>	<p>Refer to Data Sheet ITC 18.1, 13.1, 6.1 & 2.2 of the RFP Document Page No. 30 and 1.2.1 of ITC 18.1 on Page No. 34 <i>“Bidder (in case of Consortium, Technical Member) must have completed at least one (1) assignment relating to the forest land for land use planning, mapping, and carbon estimation, completed during the last fifteen (15) years”.</i></p> <p>In order to meet the requirements of national competitive bidding, limitedness of such projects on a national basis, and availability of all components in one project, it is requested that the requirements of experience be changed to <i>“Bidder (in case of Consortium, Technical Member) must have completed at least one (1) assignment related to the forest land for land use mapping/ planning/ carbon estimation of similar and comparable project completed during the last fifteen (15) years”.</i></p>	<p>The referred criteria have been updated after considering the similar nature of queries raised by various Bidders. For further details, refer to the Addendum Document No. I dated 17th February 2023.</p>

6.	ITC BDS Clauses 18.1, 13.1, 6.1 & 2.2	<p><i>Eligibility Criteria – Note (ii): The Procuring Agency shall consider the Bidder’s experience to the extent of the contracts as directly awarded in its own or Bidder’s title (but not their staff or any parent or subsidiary company). Secondly, the claimed experience or contracts awarded (respective milestones) must be satisfactorily completed as endorsed or verified, <u>if deemed mandatory</u>, by the awarding agency;</i></p> <p>In the interests of completeness of bids and clarity with regard to evidentiary requirements, the procuring agency is requested to specify whether endorsement or verification (by the awarding agency) of the “claimed experience or contracts awarded” is required for the purposes of evaluation of bids in the present project.</p>	<p>Bidder, along with its Bid (Technical Proposal) submitted to the Procuring Agency, shall submit copies of <u>work orders/ contract agreements (containing the clear scope of work for assignment/ project’s milestones completed) and completion certificates (or any other substantial evidence against the completion certificates along with the copies of work orders/ contract agreements)</u> against the completed assignments or milestones claimed. For clarity purposes, it may be noted that the copies of the completion certificate alone, without work order/ contract agreements with a clear scope of work, shall not be considered for evaluation or scoring as the case may be.</p> <p>Note: <i>The Procuring Agency reserves the right to cross-verify or call further information/ documents, if deemed necessary during the Bidding Process, to ensure the reliability of information and capability of the Bidder.</i></p>
7.	ITC BDS Clause 18.1	<p>Refer to 1.2.5 of ITC 18.1 on page No. 35 “<i>Bidder (in case of a Consortium, financial member) experience in successfully achieving the Financial Close for any project under PPP modality, completed during the last fifteen (15) years</i>”.</p> <p>There have only been a limited number of transactions under the PPP mode which have achieved financial close. As such,</p>	<p>The referred criterion, as part of the technical evaluation criteria, has been removed/ deleted after considering the similar nature of queries/ comments raised by various Bidders. For further details, refer to the Addendum Document No. I dated 17th February 2023.</p>

		predominantly, only one financial consultancy firm has had the opportunity to provide its services on those transactions, thus being unfavorable for other firms. Therefore, we would like to propose that the referred point in the technical evaluation criteria may be revised to allow fair competition among the Bidders.	
8.	ITC BDS Clause 18.1	With reference to the requirement of Financial Close of the project (Financial Consultants), please clarify as we understand that if a firm has completed three (3)-Financial Close as a component under one project, then it will be considered as a separate Financial Close for evaluation purposes.	Refer to the response at Sr. # 7.
9.	ITC BDS Clause 18.1	Relaxation in age limit of proposed staff (technical, financial and legal) from sixty-five (65) years to seventy-five (75) years.	The maximum age limit for the proposed Key Professional Staff has been set as seventy (70) years, considering the nature and complexity of this Assignment. For further details, refer to the Addendum Document No. I dated 17 th February 2023.
10.	ITC BDS Clause 18.1	Carbon emissions specialists with specific expertise in forestation are not commonly available in Pakistan. Requirement of same to be re-considered by Procuring Agency.	The Bidder may propose to choose the Key Professional Staff from any country, national or foreign, as provided in the RFP Document.
11.	ITC BDS Clause 18.1	The required expert under section 2.2 of General and Relevant Experience, i.e., The Technical Team, namely "Carbon Expert" (ref: iii. of 2.2) seems to be replaced with an	Key Professional Expert, i.e., the Carbon Expert title updated. For further details, refer to the Addendum Document No. I dated 17 th February 2023.

		appropriate expert Title like “Carbon Management Expert” or “Environmental/ Natural Resources Management Expert”.	
12.	ITC BDS Clause 18.1	<p><i>3.1 Legal Team Leader/ 3.2 Legal Expert</i></p> <p>The technical evaluation criteria with respect to the legal team do not take into account a degree in law undertaken in the United States known as the Juris Doctor (JD) degree. Note that in the United States, a JD is a post-graduate degree being a three (3) years program undertaken after a four (4) years bachelor’s degree. It is requested that the qualification of JD may be added as equivalent to “LLM/Bar at Law” and be allocated the highest weightage accordingly.</p>	The qualification criteria for the legal team updated by adding the word ‘ <i>or equivalent</i> ’. For further details, refer to the Addendum Document No. I dated 17 th February 2023.
13.	ITC BDS Clause 16.4	Refer to the address of the proposal submission listed on Page No. 6 differs from the address for submission listed on Page No. 29 under Data Sheet ITC Clause 16.4. Please confirm the address upon which the proposal must be submitted on the due date.	Bids submission address shall prevail as provided in the RFP notice and Data Sheet of the RFP Document. For further details, refer to the Addendum Document No. I dated 17 th February 2023.
SECTION V – TERMS OF REFERENCE			
14.	Project Background	<p>Refer to Section V – Terms of Reference on page No. 66, wherein the list of forests and details of land are provided for which services under this Assignment are required.</p> <p>It is requested to share the following details:</p>	<p>Forestland-related information, including ownership and possession, land use, land area, etc., is made available with the addendum to the RFP Document.</p> <p>Refer to the response at Sr. # 3.</p>

		<p>I. Present physical status of the forestland:</p> <ol style="list-style-type: none"> a. Title of project land documents having 108,068 acres of forestation department; b. Location with coordinates; c. Ownership and possession; d. Existing land use; e. Encroachments and litigations; f. Free of any encumbrances/ disputes; g. Built-up/ utility/ cropland; h. Land under river bed; and i. Net availability of land. <p>II. Legal status of the proposed forestland:</p> <ol style="list-style-type: none"> a. Legal category of proposed forestland; b. Boundary demarcation status; c. Compatibility of applicable Forest and Wildlife Acts with PPP mode; and d. Boundary and land digitization. <p>In light of the above responses and considering the complexity of the Project and the multi-sectorial involvement of departments and experts, the given time period for submitting a Technical and Financial Proposal is not sufficient. It is, therefore, requested to extend the deadline of submission for at least two (2) to three (3) weeks for submitting a translucent and competitive bid.</p>	<p>For further details, refer to the Addendum Document No. I dated 17th February 2023.</p>
15.	Project Background	As per the available information, no green belt exists in the proposed area of District Matiari and Jamshoro. It needs to be revisited in	Refer to the response at Sr. # 14.

		consultation with the local officials of the Forest Department.	
16.	Project Background	Land-grabbing factors are not considered substantially and need due diligence.	As per the available data and record, the Procuring Agency owns the entire forestland title with documentary evidence. The prospective Bidders may further assess the forestland while visiting the site to collect sample-based data before submitting Bid to the Procuring Agency. A detailed assessment regarding the forestland is part of the Assignment's due diligence, which the successful Bidder or Consultant shall perform at the feasibility stage.
17.	Assignment Scope	<p>Hydrological studies, GIS mapping and agriculture studies are important studies/ activities required to carry out the feasibility studies of such integrated projects.</p> <p>We, therefore, request that these studies/ activities be incorporated into the required specific, and general experience of the firm and related experts shall also be included in the list of required Key Staff. The scope deliverables of the above-mentioned studies/ activities shall also be included in the Assignment's Terms of Reference, deliverables, and payment schedule.</p>	The Key Professional Staff list has been updated by adding more resources, including the GIS Expert and Hydrology Engineer, etc., considering the Assignment's scope and performance of its related tasks discussed in the second pre-bid meeting held on 31 st January 2023. For further details, refer to the Addendum Document No. I dated 17 th February 2023.
18.	Assignment Scope	<i>Consultants shall collect relevant data from all concerned departments, international donor agencies, other relevant authorities, utility agencies, record of ongoing litigations, and</i>	Consultants shall collect data relating to the completion of the feasibility study from all the concerned departments/ authorities, utility agencies, etc. However, the Procuring Agency

		<p><i>other relevant/ pertinent information which may become useable in later stages of the works or the Project development.</i></p> <p>Consultants may provide procuring agency with a list of required documentation, and it shall be the responsibility of the procuring agency to collect data and provide the same to consultants. Since data collection requires sourcing the same from third parties, consultants cannot be expected to perform such a function. The appropriate amendments may be made to the reproduced extract.</p>	will provide the Bidder with the maximum possible assistance during this data collection. Besides, the Procuring Agency shall provide the project-related information, including ongoing litigation details and access to the GIS and satellite imagery, as readily available, to the successful Bidder.
19.	Assignment Scope	<p><i>Prepare a detailed land acquisition plan, including the scope of land acquisition; description of land ownership and availability; discussion of legal issues (if any); implementation schedule and procedure for land acquisition, and cost estimates;</i></p> <p>It may be noted that the legal advisor (part of the successful bidding consortium) shall only be required to conduct a desktop review of the land documentation provided by the Client in relation to the Assignment. No physical verification of the land record (and land) will be conducted. This should be expressly clarified.</p>	<p>Land Acquisition and Resettlement Plan is part of the Assignment, which the successful Bidder (in case of a Consortium, the Consortium members collectively) shall complete as part of the Bid.</p> <p>Refer to the response at Sr. # 18.</p>
20.	Bid Management	The cap of 3.5% of procurement packages is to be removed as it should be covered under the change of scope guidelines of SPPRA.	No change.

21.	Bid Management	<p><i>IMPORTANT NOTE – BID PACKAGES: It is envisaged that the Consultant under this Assignment shall require preparing and executing multiple procurement cycles or forest land parcel concessions – up to a number of four (4) (the ‘Proposed Concessions’); however, the exact number of the Proposed Concessions shall be finalized by the Procuring Agency based on the results or outcomes drawn from the Assignment’s feasibility, subject to the approval of the PPP Policy Board. The Bidders must consider that the Bids submitted to the Procuring Agency cover all the costs associated with the execution of the Proposed Concessions. If the approved concessions number increases or decreases from the Proposed Concessions, then the amount payable to the Bidder shall be adjusted, i.e., the additional payment or deduction to the Bid or Contract Price, using a pro-rata basis, i.e., 3.5% of the Bid or Contract Price per concession or each procurement cycle.</i></p> <p>In order to achieve the best possible value for money for the procuring agency, bidders may be allowed to quote for a single concession, and in the event of multiple concessions being decided upon by the procuring agency, such quote may be applied accordingly per concession. The procuring agency is requested to incorporate the aforementioned pricing structure and make the requisite amendments to the bidding</p>	No change.
-----	----------------	--	------------

		documents, including inter alia the financial bidding form Form FIN-2 (Summary of Costs), to account for transaction implementation costs distinctly.	
22.	Bid Management	<p>3.2.1 Marketing and Bidding Document (Bid Packages for the Proposed Concessions): <i>Preparing bidding documents, including RFQ and RFP, concession agreement, Provincial Support Agreement and direct agreement and any other agreements (<u>including land agreements if necessary</u>) required for the Projects in compliance with the procurement laws, regulations, policy and international best practice; (Emphasis added)</i></p> <p>Procuring agency to clarify what is being envisaged as “land agreements”.</p>	These words ' <u>including land agreements if necessary</u> ' may be treated as deleted/ removed as part of the TOR's Bid Management stage. For further details, refer to the Addendum Document No. I dated 17 th February 2023.
23.	Transaction Negotiations & Financial Closure	<p>3.3.1 Transaction Negotiation & Financial Closure xxii. <i>Assist the Procuring Agency in the execution of Projects agreements with the winning bidders and <u>ensure that all pre-conditions and requirements set forth in bidding documents and applicable legislation are compiled by the winning bidders/ SPVs;</u> (Emphasis added)</i></p> <p>Consultants cannot be expected to enforce/ ensure compliance of the winning bidder/ SPV with requirements set out in the bidding documents. Procuring agency to confirm that</p>	No change.

		assistance from the consultants in this regard shall be limited to a purely advisory role only.	
24.	Transaction Negotiations & Financial Closure	<p><i>3.3.1 Transaction Negotiation & Financial Closure xxiv. Provide legal opinion to the Procuring Agency <u>on any matter</u> relating to the Project/ Assignment during the Assignment's entire course of the Contract; (Emphasis added)</i></p> <p>Procuring agency to restrict the ambit of legal opinion(s) to be sought to solely transactional advisory matters related to the bidding process, award of the contract, and legal matters related to fulfilment of conditions precedent in respect of the concession agreement.</p>	No change.
25.	Transaction Negotiations & Financial Closure	<p>3.3.2 Financial Closure NOTE: <i>The successful Bidder shall be required to provide the aforementioned services to the Procuring Agency for each Project. At any stage or during any phase given above, the legal, technical, and financial consultants being members of the Consortium, on the request of the Procuring Agency, shall require to furnish legal, technical and financial opinions or <u>assistance on any matter (including litigation)/ document/ agreement with regards to the Projects. The internal co-ordination of the Consortium shall be the sole responsibility of the Lead Member. (Emphasis added)</u></i></p> <p>Procuring agency to clarify the extent to which</p>	The successful Bidder shall provide the Procuring Agency reasonable assistance in relation to the litigation matters that include reviewing the comments/ replies and providing feedback on similar nature of documents in relation to the extent of this Assignment.

		assistance for litigation matters is expected from the consultants, keeping in mind that requiring broad litigation services would cause bid prices to be unnecessarily high.	
26.	Assignment Duration	Refer to Section V – Terms of Reference on page No. 63, the provided contract duration of twenty (20) months is limited for such type of assignments in which proposed project land remains inundated for three (3) to five (5) months during a year. Therefore, it is requested to extend the project duration to at least thirty (30) months.	The Assignment's Contract duration shall remain fixed for up to eighteen (18) months. For further details, refer to the Addendum Document No. I dated 17 th February 2023.
27.	Assignment Deliverables and Payment Schedule	In case of a Consortium, to avoid double taxation borne by the lead member, it is proposed that the Procuring Agency may make payments directly to each Consortium member as per the distribution percentage agreed and suggested by the lead firm.	Agreed and it is covered in the RFP Document. For further details, refer to the Addendum Document No. I dated 17 th February 2023.
SECTION VI –CONDITIONS OF CONTRACTG			
28.	GCC 3.4	<i>The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, <u>as shall be specified in the SC</u>; and (b) at the PA's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current</i>	Not required as per the SCC. For further clarity, refer to the SPP Rules, 2010, together with the SPPRA's instructions relevant to the RFP.

		<p><i>premiums have been paid. (Emphasis added)</i></p> <p>Procuring agency may delete this provision due to a lack of coverage within the SCC. Further, this has not been required from consultants in precedent transactions and may be removed.</p>	
29.	GCC 3.8	<p><i>3.8.2 The Consultant shall permit, and shall cause its Sub- Consultants to permit, the Procuring Agency and/or persons appointed by the Procuring Agency to inspect its accounts and records <u>relating to the performance of the Contract</u> and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Procuring Agency if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures) (Emphasis added)</i></p> <p>For clarity, the word "solely" may be added to "relating to the performance of Contract".</p>	Refer to the response at Sr. # 28.
30.	Draft Contract	<p><i>The Consultants shall not, during the term of this Contract and within <u>two</u> years after its expiration, disclose any <u>proprietary</u> or <u>confidential</u></i></p>	The conditions, where applicable, will follow the precedent transactions' Contract terms and conditions, which may be further negotiated or

		<p><i>information relating to the Services, this Contract or the Procuring Agency's business or operations without the prior written consent of the PA. (Emphasis added);</i></p> <p>The time period (see underlined portion) may be reduced to one (1) year. Language to be updated to clarify that these restrictions do not apply to: i) Disclosures to be made under law or any legal authority; and ii) Marketing of the consultant's services without inclusion of confidential information (Procuring agency to note that since this is public project, there should be no issue on the same).</p>	updated before the Contract's signing.
GENERAL COMMENT			
31.	Comment	It is advisable that before the launch of such mega scale project, a pilot project should be launched by the Government on the PPP model to get a reference for the successful implementation of the concept.	No change.