



GOVERNMENT OF SINDH WORKS & SERVICES DEPARTMENT

STANDARD PROCUREMENT DOCUMENT

REQUEST FOR PROPOSALS SELECTION OF CONSULTANTS

**FEASIBILITY STUDY AND TRANSACTION
ADVISORY SERVICES FOR THE DEVELOPMENT
OF DUAL CARRIAGEWAY PROJECTS FROM
TANDO MUHAMMAD KHAN TO SUJAWAL, AND
HYDERABAD TO TANDO GHULAM ALI UNDER
PUBLIC-PRIVATE PARTNERSHIP MODE**



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**Request for Proposal Document
Selection of Consultants
National Competitive Bidding**

**FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR
THE DEVELOPMENT OF DUAL CARRIAGEWAY PROJECTS
FROM TANDO MUHAMMAD KHAN TO SUJAWAL, AND
HYDERABAD TO TANDO GHULAM ALI UNDER
PUBLIC-PRIVATE PARTNERSHIP MODE**

RFP Reference No.: PD/DCP/WS/PROC/FSTA/2022-23/01

Procuring Agency: Works & Services Department, Government of Sindh
Address: 3rd Floor, New Sindh Secretariat Building No. 1,
Shahrah-e-Kamal Atta Turk, Karachi.

Issued on: 14th July 2022

Important Notice

This Request for Proposal Document (the '**RFP Document**') is provided to the Eligible Bidders or Consultants – individual firms of consortia as the case may be – solely for use in preparing and submitting their Bids in connection with the Bidding Process relating to a feasibility study and transaction advisory services for the development of dual carriageway projects from Tando Muhammad Khan to Sujawal, and Hyderabad to Tando Ghulam Ali under public-private partnership Mode (the '**Assignment**'). This RFP Document is being issued by the Works & Services Department, Government of Sindh (the '**Procuring Agency**'), solely for use by the Bidders in considering the Assignment following the Sindh Public Procurement Rules, 2010 (the '**SPP Rules**').

*Unless expressly specified otherwise, all **capitalized terms** used herein shall bear meaning ascribed thereto under Sections II & VI – Instructions to Consultants and General Conditions of Contract, respectively, of this RFP document.*

For this Assignment, the RFP Document was prepared by the Procuring Agency, and then reviewed and approved by the Procuring Agency's consultant selection committee constituted in accordance with the SPP Rules. Neither any of these entities, nor their employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of information contained herein, or in any other document made available to a Person in connection with the Assignment's Bidding Process and the same shall have no liability for this RFP Document or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of 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 this 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 & conditions of the RFP Document and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP Document. Any Bid submitted by a Bidder in response to the RFP Document shall be construed based on the understanding that the Bidder has done a complete and careful examination of the RFP Document, including its clarification and/ or addenda and/ or corrigenda if any issued by the Procuring Agency, and has independently verified all the information received (whether written and verbal) from the Procuring Agency (including from its employees, personnel, agents, Consultants, advisors and contractors etc.).

This RFP Document does not constitute a solicitation for transaction advisory services, or otherwise participate, in the Assignment, nor shall it constitute a guarantee or commitment of any manner on the part of the Procuring Agency that the Assignment's Contract will be awarded. The Procuring Agency reserves its right, in its full discretion, to modify the RFP Document and/ or the Assignment and/ or cancel the Bidding Process at any time to the fullest extent permitted by the SPP Rules, and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

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Section I – Letter of Invitation

RFP Ref No.: PD/DCP/WS/PROC/FSTA/2022-23/01
Karachi, dated the 14th July 2022

1. The Works & Services Department, Government of Sindh (the **‘Procuring Agency’**) has conceived projects for the development of dual carriageways from Tando Muhammad Khan to Sujawal (via Bulri Shah Kareem), and Hyderabad to Tando Ghulam Ali (via Shaikh Bhirkio, Gulab Leghari) (the **‘Projects’**) in line with its strategic objectives to strengthen road traffic safety, to improve service level affected by inadequate capacities, and to create better transport infrastructure linkages between the urban and rural economies in a sustainable manner.
2. The Procuring Agency now invites the sealed Bids from the Eligible Bidders (individual firms or Consortia, as the case may be) for conducting a feasibility study and providing transaction advisory services to develop the Projects under public-private partnership mode (the **‘Assignment’**) following the Sindh Public Procurement Rules, 2010 (as amended and in force till the issuance of this RFP) (the **‘SPP Rules’**).
3. The consulting **scope of services** under this Assignment includes, but is not limited to the:
 - Conduct technical, financial, legal due diligence relating to the Projects;
 - Review Sindh provincial road improvement project and related studies;
 - Review existing roads alignments and perform surveys relating to drainage, topographic, existing infrastructure (bridges, culverts, drains, retaining walls, etc.) and pavement structure, traffic, utilities, socio-economic and environmental, and customers (road users) willingness and capacity to pay;
 - Outline design parameters covering all the facilities and propose viable options along with features after ground appraisals of Projects’ locations following the industry’s best practices and other applicable standards;
 - Prepare land acquisition folder(s) along with the assessment of land compensation amount in line with relevant rules and policies, as applicable;
 - Prepare utilities folder(s) along with estimated relocation/ strengthening of existing utilities in coordination with the relevant utility stakeholders;
 - Prepare the Projects detailed plans based on the feasibility assessments;
 - Analyze the PPP options with an assessment of various structuring choices and risk allocation matrixes and recommend the most feasible option;
 - Prepare and deliver presentations and reports on the Projects-related documents before the PPP Policy Board and any other forum for seeking approvals as required under the SPP Rules and Sindh PPP Act, 2010;
 - Prepare bidding documents for solicitation of bids from private party(ies) under the preferred PPP mode(s) in accordance with the SPP Rules; and
 - Perform the tasks identified and described in the RFP Document while maintaining close collaboration with the Projects key stakeholders, mainly the Procuring Agency, at all stages of the contract management.

Pre-Bid Meeting Schedule

Date: 26th July 2022

Time: 14.00 Hrs. (PST)

Venue: Committee Room of Works & Services Department, 3rd Floor, New Sindh Secretariat Building No. 1, Shahrah-e-Kamal Atta Turk, Karachi

4. The Bidding Procedure will be conducted through **National Competitive Bidding** using the **Quality and Cost Based Selection method** as prescribed under Rules-15(2)(b) & 72(3) of SPP Rules, and is open to all the Eligible Bidders. The Contract will be awarded to a Bidder whose Bid found and declared as the **Most Advantageous Bid**, i.e., a Bid attaining the highest combined weighted technical and financial score according to criteria outlined in the RFP Document, subject to the approval by the Competent Authority.
5. The prospective Bidders may seek further information by obtaining the bidding document (the '**RFP Document**') free of cost with effect from **14th July to 21st August 2022** either: (a) physically, by submitting a written application during office hours at the address given below; or (b) electronically, by downloading it from the websites of the Procuring Agency or the SPPRA <https://wsd.sindh.gov.pk/> or <https://www.pppunitsindh.gov.pk/> or <https://ppms.pprasindh.gov.pk/PPMS/> or by sending a request via email addressed to the Procuring Agency at ppp.fsta@gmail.com.
6. The Bid, Technical and Financial Proposals sealed separately, containing all the requisite documents must be delivered in a sealed envelope with marking on it the Assignment's title '**Dual Carriageway Projects**' on or before **22nd August 2022 at 14:00 Hrs. (PST)** (the '**Submission Deadline**') at the office address mentioned-below. Any Bid received late due to any reason whatsoever will be rejected. The Bids (Technical Proposals only) will be opened publicly in the presence of the Bidders representatives, who may wish to attend, on the Submission Deadline at **15:00 Hrs. (PST)** at the office address mentioned-below. However, in case of a public holiday announced by the Government or due to any unavoidable circumstances on the Submission Deadline, the Bids shall be received and opened on the next working day (the '**Business Day**') at the same time and venue.
7. All the Bids submitted must remain valid for a period of **ninety (90) days** effective from the Technical Proposals/ Bids' opening date and must be accompanied by a bid security equivalent to **2%** of the total quoted bid in the shape of pay order/ demand draft/ bank guarantee, valid for a period of twenty-eight (28) days beyond the bid validity period, issued by a scheduled bank of Pakistan in favor of '**Secretary Works & Services Department.**'
8. The Procuring Agency reserves the right to reject any or all Bids subject to the relevant provisions of the SPP Rules, and may cancel the Bidding Process at any time prior to the acceptance of a Bid in terms of Rule-25 of the SPP Rules.
9. The address referred to above for issuance of the RFP Document is:

Attention: Project Director, Dual Carriageways from Tando Allahyar to Sujawal via Bulri Shah Kareem, and Hyderabad to Tando Ghulam Ali via Shaikh Bhirkio, Gulab Leghari, Works & Services Department

Address: 3rd Floor, New Sindh Secretariat Building No. 1, Shahrah-e-Kamal Atta Turk, Karachi.

Phone: +92 21 99212992 – 99222193

Fax: +92 21 99212994

E-mail: ppp.fsta@gmail.com

ADDRESS FOR SUBMISSION AND OPENING OF BIDS

Attention: Project Director, Dual Carriageways from Tando Allahyar to Sujawal via Bulri Shah Kareem, and Hyderabad to Tando Ghulam Ali via Shaikh Bhirkio, Gulab Leghari

Address: Committee Room of Works & Services Department, 3rd Floor, New Sindh Secretariat Building No. 1, Shahrah-e-Kamal Atta Turk, Karachi

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Section II – Instructions to Consultants

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Authority” means Sindh Public Procurement Regulatory Authority (SPPRA);
 - (b) “Assignment” means procurement of services ascribed thereto in the RFP (Section I – Letter of Invitation and Section II – Bid Data Sheet of the RFP Document);
 - (c) “Best Evaluated Bid” means in case of Public Private Partnership Projects, a bid, which attains the highest score under criteria laid down in Rule 84, read with respective bidding documents;
 - (d) “Bid” means a tender, or an offer including Technical and Financial Proposals submitted in a separate and sealed envelopes by a Person, Consultant, firm, company or an organization, or Consortium expressing willingness to undertake a specified task at a price, in response to an invitation by the Procuring Agency;
 - (e) “Bidder” means a Person or Consortium or entity; (i) submitting a bid; or (ii) who intends to submit a bid and is able to substantially prove such intention;
 - (f) “Bidding Documents” means the documents notified by the Authority for preparation of bids in uniform manner;
 - (g) “Bid Price” means the consultancy fee for providing services under this Assignment as quoted by the Consultant in its Financial Bid;
 - (h) “Bidding Procedure or Bidding Process” means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;
 - (i) “Board” means the Public-Private Partnership Board established under Section – 4 of the Sindh Public-Private Partnership Act, 2010;

- (j) “Business Days” means normal working days, excluding Saturday, Sunday, and any other days which are provincial government holidays;
- (k) “Calendar Days” means days including all holidays;
- (l) “Conditional Bid” means a Bid or Proposal (technical or financial) that substantially limit or modify any of the terms and conditions, specifications or requirements of the RFP Document;
- (m) “Conflict of Interest” means (i) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to a procuring agency to obtain an undue benefit for himself or those affiliated with him; (ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract; (iii) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the procuring agency under the contract; (iv) where an official of the procuring agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;
- (n) “Consortium” means consultants comprised of a group of two or more enterprises (technical, financial, social & environmental, legal members) formed to submit a Proposal;
- (o) “Consultancy Service Agreement” means an agreement to be executed between the Procuring Agency and the Bidder or Consultant, whose Bid found and declared as the Most Advantageous Bid pursuant to the selection method and criteria mentioned in this document;
- (p) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional

reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

- (q) “Contract” means an agreement enforceable by law and includes general and special conditions, specifications, drawings and bill of quantities;
- (r) “Detailed Design” means the final design of a Project, based on which the Project construction/ development shall be undertaken by the concessionaire, subsequent to the execution of the concession agreement;
- (s) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific Assignment conditions;
- (t) “Days” means calendar days;
- (u) “Eligible Bidder or Consultant” means a Bidder who, after evaluation of Technical Proposal as per eligibility criteria and technical evaluation, stands qualified for opening and evaluation of Financial Proposal;
- (v) “Financial Bid or Proposal” means the financial bid to be submitted by the Bidder along with its Bid;
- (w) “Financial Close” means the stage where all loan agreements are executed with the lenders and equity is arranged by the Special Purpose Vehicle/ Company (SPV) of the private party (preferred bidder for implementation of the Project). The complete funding required to implement the Project is arranged at financial close with full satisfaction of conditions of a financing agreement for loan disbursement;
- (x) “Foreign Company” means any company or body corporate incorporated outside Pakistan, which has a place of business or liaison office

in Pakistan whether by itself or through an agent, physically or through electronic mode; or conducts any business activity in Pakistan in any other manner;

- (y) “Government” means the Government of Sindh;
- (z) “International Financial Institutions” means a financial institution that has been established by more than one country like multilateral and regional development banks;
- (aa) “Instructions to Consultants” (Section-II of RFP) means the document which provides the Consultants with all information needed to prepare their Proposals;
- (bb) “Key Professional Staff” means the professionals proposed by the Bidder to undertake the Assignment;
- (cc) “Letter of Award” means a letter of award or acceptance of Bid issued by the Procuring Agency to a Bidder whose Bid declared as Most Advantageous Bid in accordance with the criteria and other terms & conditions set forth in the RFP Document;
- (dd) “Lead Member” means any Consortium member – technical or financial or social & environmental or legal member (an enterprise, firm or company), being a National Company having set up or incorporated in Pakistan, responsible to the Procuring Agency for leading and executing the entire Assignment;
- (ee) “Letter of Invitation” (Section-I of RFP) means the Letter of Invitation issued by the Procuring Agency to the Bidders or Consultants;
- (ff) “Most Advantageous Bid” means (i) a bid or proposal for services that after meeting the eligibility or qualification criteria, is found substantially responsive to the terms and conditions set out in the RFP Document; and (ii) evaluated as the highest ranked bid or proposal on the basis of quality and cost, as specified in the RFP Document;

- (gg) “National Company” means any enterprise, firm or company setup or incorporated in Pakistan;
- (hh) “Person” means a company, entity, firm, association, individual, body of individuals, or a sole proprietorship other than an Agency and the Unit;
- (ii) “PPP Policy Board” means the Board constituted under Section-4 to perform the functions outlined under Section-5 of the of the Sindh Public-Private Partnership Act, 2010;
- (jj) “Public-Private Partnership” means a contractual arrangement between the public and private sectors, built on the expertise and resources of each partner that best meets clearly defined public needs through appropriate allocation of resources, risks and rewards;
- (kk) “Private Party” means a person who enters into a Public-Private Partnership Agreement with an Agency and includes foreign government or an entity owned or controlled by it or its company incorporated under the laws of Pakistan;
- (ll) “Procuring Agency” means the department with which the selected Consultant or Bidder signs the Contract for the Services;
- (mm) “Project” means a project implemented as a Public-Private Partnership in one of the infrastructure sectors listed in Schedule I of the Sindh Public-Private Partnership Act, 2010;
- (nn) “Proposals” means the Technical Proposal and the Financial Proposal submitted in a separate and sealed envelopes;
- (oo) “Request for Proposal (RFP)” means a uniform bidding document prepared by the Procuring Agency for the selection of Consultants;
- (pp) “Response Document” means a document issued or circulated by the Procuring Agency as a clarification against the prospective

bidders' query(ies), if any received in connection to RFP or Bidding Document;

- (qq) "SPP Rules" means the Sindh Public Procurement Rules, 2010 (as amended and in force till the date of RFP issuance or advertisement, whichever is earlier);
- (rr) "Sub-Consultant" means any person or entity to whom the Consultant subcontracts any part of the Services;
- (ss) "Technical Bid or Proposal" means the technical bid to be submitted by the Bidder along with its Bid;
- (tt) "Terms of Reference (TOR)" means the document included with the RFP as Section-V which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the Assignment;
- (uu) "Unsolicited Proposal" means a written proposal for a public-private initiative that is submitted by a private entity for the purpose of entering into an agreement with the Procuring Agency but that is not in response to a formal solicitation or request issued by the Procuring Agency as further defined under Rule-15(A) of SPP Rules.

1.2 The words and expression used but not defined in the RFP Document shall have the same meaning as assigned to them in the Sindh Public-Private Partnership Act, 2010, and SPP Rules, 2010, and, if not defined there, as in the ordinary use of language.

2. Introduction

2.1 The Procuring Agency named in the Data Sheet will select a consulting firm (the '**Consultant**') in accordance with the selection method and criteria specified in the Data Sheet.

2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with selected Consultant.

- 2.3 Consultants should familiarize themselves with all the applicable rules and conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with Procuring Agency's representative named in the Data Sheet for gaining better insight into the Assignment.
 - 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the Bidding Process at any time prior to the acceptance of a Bid or Proposal, without thereby incurring any liability to the Consultants.
 - 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.
- 3. Conflict of Interest**
- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency's interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
 - 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a Conflict of Interest and shall not be recruited, under any of the circumstances set forth below:
 - (a) A Consultant that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's

consulting services for such preparation or implementation;

- (b) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency;
- (c) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of
 - (i) the preparation of the Terms of Reference of the Assignment,
 - (ii) the selection process for such Assignment, or
 - (iii) supervision of Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

Conflicting Relationship

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

- (a) They are on leave of absence without pay;
- (b) They are not being hired by the agency they were working for, six months prior to going on leave; and
- (c) Their employment would not give rise to any Conflict of Interest.

4. Fraud and Corruption

4.1 It is the Government's policy that Consultants under the contract(s) observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in the Rules, which define:

“Corrupt and Fraudulent Practices” means either one or any of the practices given below:

- (a) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (b) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (c) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (d) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (e) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules;

Under the SPP Rule 35, a Procuring Agency can inter-alia blacklist a Bidder found to be indulging in any of the Corrupt and Fraudulent Practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any Bidder who is to be

- blacklisted shall be accorded adequate opportunity of being heard.
- 5. Integrity Pact** 5.1 Pursuant to Rule-89 of SPP Rules, 2010, Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements.
- 6. Eligible Consultants**
- 6.1 If short listing process has been undertaken through REOI, as outlined under Rules-73 & 74 of SPP Rule, 2010, for the Contract(s) for which this RFP document is being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.
- 6.2 Short listed Consultants emerging from request of expression of interest are eligible.
- 7. Eligibility of Sub-Consultants** 7.1 A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.
- 8. Only One Proposal** 8.1 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.
- 9. Proposal Validity** 9.1 The Data Sheet indicates Proposals validity that shall not be more than ninety (90) Days in case of National Competitive Bidding (NCB) and one-hundred-twenty (120) Days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional Staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement that would be considered in final evaluation for contract award. Consultants who do not agree have right to refuse to extend the validity of their Proposals.

9.2 Consultants shall submit required bid security along with financial proposal defined in the Data Sheet (which shall not be less than one percent and shall not exceed five percent of the Bid Price).

10. Clarification and Amendment in RFP Documents

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

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

11. Preparation of Proposals

11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel, eligibility) in providing the information requested may result in rejection of a Proposal.

11.2 The estimate number of Professional Staff months or the budget required for executing the Assignment should be shown in the Data Sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the Consultant.

12. Language

12.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of the Islamic Republic of Pakistan.

**13. Technical
Proposal Format
and Content**

13.1 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) If a Consultant considers that it does not have all the expertise required for the Assignment, it may obtain a full range of expertise by associating with individual Consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate and applicable. 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, subject to SPP Rules, 2010.
- (b) For Assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (c) It is desirable that the majority of the Key Professional Staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (d) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (e) Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) shall be submitted for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section-III):

- (a) A brief description of the Consultant organization and an outline of recent experience on assignments of a similar nature – for each assignment, the outline should indicate, inter alia, the profiles of the staff,

duration of the assignment, contract amount, and firm's involvement (**Form TECH-2**).

- (b) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Procuring Agency (**Form TECH-3**).
- (c) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (**Form TECH-5**).
- (d) CVs recently signed by the proposed Key Professional Staff and the authorized representative submitting the proposal. Key information should include number of years working for the Consultant and degree of responsibility held in various assignments as indicated in the Data Sheet (**Form TECH-6**).
- (e) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (**Form TECH-7**).
- (f) A detailed description of proposed methodology, work plan for performing the Assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the Assignment (**Form TECH-4**).
- (g) Any additional information and documents requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposal

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section-IV). It shall list all costs associated with the Assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if and as applicable). Alternatively Consultant may provide its own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in

the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission, Receipt, and Opening of Proposals

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of **TECH-1 of Section-III, and FIN-1 of Section-IV**. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants. The authorization shall be in the form of a written power of attorney accompanying the Technical Proposal.

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall govern.

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL (ORIGINAL/ PHOTOCOPY)”** Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked **“FINANCIAL PROPOSAL (ORIGINLA/ PHOTOCOPY)”** followed by name of the Assignment, and with a warning **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”** If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet until any extension to this date is made through a corrigendum or addendum. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened. In order to avoid delay arising from the postal or Procuring Agency’s internal dispatch workings, Consultants should ensure that proposals to be sent through

couriers should reach a day before deadline for submission.

17. Proposals Evaluation

- 17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18. Evaluation of Technical Proposals

- 18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked Consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

Public Opening and Evaluation of Financial Proposals: (LCS, QCBS, and Fixed Budget Selection Methods Only)

- 18.2 After the technical evaluation is completed, the Procuring Agency shall notify in writing Consultants that have secured the minimum qualifying marks/ points, 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 qualify the eligibility criteria or secure minimum qualifying marks/ points shall be returned un-opened.

19. Evaluation of Financial Proposals

19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' designated/ authorized representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying marks/ points will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all the Consultants.

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

19.3 In case of **Least Cost Selection LCS Method**, the Bid found to be the lowest evaluated bid shall be accepted.

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

19.5 In the case of **Fixed-Budget and Quality Based Selection**, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all the Professional Staff. Failure in satisfying such requirements may result in the Procuring Agency proceeding to negotiate with the next-ranked Consultant. Representatives conducting

negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21. Technical Negotiations

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Agency and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “**Description of Services**”. Minutes of negotiations, which will be signed by the Procuring Agency and the Consultant, will become part of Contract Agreement.

22. Financial Negotiations

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the Procuring Agency with the information on remuneration rates described in the Appendix attached to Section 4 (Financial Proposal - Standard Forms of this RFP).

23. Availability of Professional Staff/ Experts

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional Staff, the Procuring Agency expects to negotiate a Contract on the basis of the Professional Staff named in the Proposal. Before contract negotiations, the Procuring Agency will require assurances that the Professional Staff will be actually available. The Procuring Agency will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional Staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute, if accepted by the Procuring Agency, shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within period of time specified in letter of invitation to negotiate.

- 24. Award of Contract**
- 24.1 After completing negotiations, if any held, the Procuring Agency shall award the Contract to the selected Consultant and within fifteen (15) Days of the Contract's signing, the Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the Bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 24.2 Before signing the contract, Consultant required to submit performance security at rate indicated in the Data Sheet.
- 24.3 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.
- 25. Confidentiality**
- 25.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the bid evaluation result and/ or the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

Section II – Instructions to Consultants

Bid Data Sheet

The following specific data for the services to be procured under this Assignment shall complement, supplement, or amend the provisions in the Instructions to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail over those in the Instruction to Consultants (ITC).

ITC Ref.	Description
ITC 2.1	<p>The Procuring Agency is: Works & Services Department, Government of Sindh Address: 3rd Floor, New Sindh Secretariat Building No. 1, Shahrah-e-Kamal Atta Turk, Karachi. Website: https://wsd.sindh.gov.pk/ E-mail: ppp.fsta@gmail.com Phone: 021 99212992 – 9922193</p> <p>The Assignment title is: Feasibility study and transaction advisory services for the development of dual carriageway projects from Tando Muhammad Khan to Sujawal, and Hyderabad to Tando Ghulam Ali under public-private partnership mode</p> <p>RFP reference number is: PD/DCP/WS/PROC/FSTA/2022-23/01</p> <p>Market approach is: National competitive bidding – open to all the Eligible Bidders (individual firms or Consortia)</p> <p>Bidding Procedure: Single stage two envelope in terms of Rule-46(2) read with Rule-75(2) using the Quality and Cost Based Selection Method as prescribed under Rule-72(3) of the SPP Rules</p>
ITC 2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes – Technical and Financial Proposals, with requisite number of copies as mentioned under ITC Clauses 16.2 & 16.3 of the Data Sheet, must be submitted in separate and sealed envelopes</p>
ITC 2.3	<p>A pre-proposal conference (pre-bid meeting) will be held: Yes Date of pre-proposal conference: 26th July 2022 Time: 14:00 hrs. (PST) Address: Committee Room of Works & Services Department, 3rd Floor, New Sindh Secretariat Building No. 1, Shahrah-e-Kamal Atta Turk</p>

City: Karachi
Phone: +92 21 99212992 – 99222193
E-mail: ppp.fsta@gmail.com
Contact: Project Director, Dual Carriageways from Tando Allahyar to Sujawal via Bulri Shah Kareem, and Hyderabad to Tando Ghulam Ali via via Shaikh Bhirkio, Gulab Leghari, Works & Services Department, Govt. of Sindh
Cell No.: +92 300 3403117

ITC 2.5 **The Procuring Agency may provide facilities and inputs that may include:**

- Access to the relevant reference documents or information;
- Access to the Projects sites as part of this Assignment;
- Feedback and approvals on relevant reports from time to time;
- Any other support needed for smooth execution of Assignment.

ITB 5.1 Consultant (individual firm or Consortium) undertakes to sign **Integrity Pact** as per prescribed format and instructions outlined in this document.

ITC 6 **Shortlisted Consultants may associate with other shortlisted**
ITC 7 **Consultants:** Not applicable – the Bidding Process is open to all the Eligible Bidders.

ITC 8.1 Alternative bids **shall not** be considered.

ITC 9.1 The bid validity period shall be **ninety (90) days** effective from the Technical Bids' opening date - **valid up to 19th November 2022**.

ITC 9.2 The original sealed financial proposal must contain a **bid security** equivalent to **2% of the total quoted bid/ price** in the form of **Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee**, valid for a period of twenty-eight (28) days beyond bid validity period, issued by a scheduled bank in Pakistan in favor of the '**Secretary Works & Services Department**'.

ITC 10.1 **Clarifications may be requested not later than** five calendar days prior to the date of opening of bids. **The address for requesting clarifications is:**

Attention: Project Director, Dual Carriageways from Tando Allahyar to Sujawal via Bulri Shah Kareem, and Hyderabad to Tando Ghulam Ali via via Shaikh Bhirkio, Gulab Leghari, Works & Services Department, Govt. of Sindh.

Address: 3rd Floor, New Sindh Secretariat Building No. 1, Shahrah-e-Kamal Atta Turk,

City: Karachi

Phone No: 021 99212992 - 99222193 **Fax No.:** +92 21 99212994

E-mail: ppp.fsta@gmail.com

Note: The Procuring Agency will issue clarifications (the ‘**Response Document**’) against the prospective Bidders’ queries, if any received within the time specified herein-above. The Response Document(s) will be posted on the Procuring Agency’s website and the same will be communicated to the prospective Bidders who obtained the RFP Document from the Procuring Agency. The prospective Bidders are required to regularly access the websites to ensure seeking such updates relating to the Assignment; or alternatively, the prospective Bidders may confirm their intention to bid by sending e-mail containing the subject **Expression to Bid – Dual Carriageway Projects** addressed at ppp.fsta@gmail.com for receiving timely updates, if any issued by the Procuring Agency.

ITC 10.2 Any information, if deemed mandatory to extend the Bids’ submission/ opening and/ or amend the RFP Document after its issuance and before the submission deadline, shall be circulated through advertising a notice(s) in newspapers and posting on the SPPRA and Procuring Agency websites.

ITC 12.1 The language of the submitted proposal shall be in **English**.
All correspondence exchange shall be in **English**.
Translation of supporting documents/ literature shall be in **English**.

ITC 13.1(a) **Maximum number of Consortium’s total members shall be:** Six
ITC 1.1(n)

ITC 1.1(dd) In case of Consortium of firms, the Technical Proposal shall be accompanied by a certified true copy of the **Consortium Agreement** that shall contain the following requirements:

- i. The Date and place of signing the Consortium Agreement;
- ii. Purpose of Consortium (must include the details of contract scope for which the Consortium has been invited to bid);
- iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the Assignment (it is expected that Consortium’s Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium);
- iv. Delineation of duties, responsibilities and scope of work to be undertaken by each along with resources committed by Consortium’s each member for the proposed services;
- v. An undertaking that the firms are severally liable to the Procuring Agency for the performance of the services;
- vi. Duties, responsibilities and powers of the Lead Member; and
- vii. The authorized representative of the Consortium.

ITC 13.2 **The format of the Technical Proposal to be submitted is:** Full Technical Proposal (FTP) containing all the information, including: description of the approach, methodology, work plan for performing the Assignment, team composition, task assignments, work schedule, CVs of the proposed Key Professional Staff, consultant’s

organization and experience, comments on the TOR and comments on the counterpart staff and/ or facilities.

ITC 13.2(f) Training is a specific component of this Assignment: No

ITC 14.1 Bidders shall quote their Bids in **Pak Rupees (PKR)**, using standard forms as applicable, while submitting Bids to the Procuring Agency.

The Contract shall be based on a **fixed price or lump sum basis**, payable to the Bidder (in case of a Consortium, respective members) in PKR, subject to satisfactory completion of respective milestones as mentioned under the RFP Document's TOR.

ITC 15.1 **Amounts payable by the Procuring Agency to the Consultant** under the Contract are subject to the local taxation, stamp duty and service charges, as applicable at the time of bids' submission. The Consultant shall incorporate all the applicable taxes, subject to exemption, in the Bid Price otherwise the Procuring Agency shall presume these taxes as the Bid part.

ITC 16.2 Consultants must submit **one original and two photocopies plus**
ITC 16.3 **one softcopy of the Technical Proposal**, and **one original copy of the Financial Proposal**. Each proposal must contain in a separate and sealed envelope clearly marked with the Assignment title and other information as provided under ITC Clause-16.3.

ITC 16.4 **For Bids' submission and opening purpose only, the Procuring Agency's address is:**

Attention: Project Director, Dual Carriageways from Tando Allahyar to Sujawal via Bulri Shah Kareem, and Hyderabad to Tando Ghulam Ali via via Shaikh Bhirkio, Gulab Leghari, Works & Services Department, Govt. of Sindh.

Address: 3rd Floor, New Sindh Secretariat Building No. 1, Shahrah-e-Kamal Atta Turk, Karachi.

City: Karachi

Phone No: +92 21 99212992 – 99222193

The deadline for proposals submission and opening is:

Date: 22nd August 2022

Time: 14 Hrs. and 15 Hrs. (for submission and opening of the Bids, respectively)

Bidders shall not have option to submit Bids electronically. However, a Bidder, in case of any query or seeking further information relating to RFP Document, may communicate the same via email addressed to the Procuring Agency.

-
- ITC 18.1
ITC 13.1
ITC 6.1
ITC 2.2
- Eligibility Criteria:** The Bidder (individual firm or Consortium as the case may be) must qualify the following requirements for further assessment (**technical evaluation and marking**):
- **Nationality:** Bidder (in case of Consortium, Lead Member) must have been incorporated or set up in Pakistan as evidenced by its registration documents (Memorandum & Articles of Association or equivalent documents of constitution or association as applicable under the law);
 - **Registration:** Bidder (in case of Consortium, each member as *applicable*) must have valid registration with (i) Federal Board of Revenue (FBR); (ii) Sindh Revenue Board or relevant tax authority; and (iii) Pakistan Engineering Council as Consulting Engineers;
 - **Active Tax-Payer:** Bidder (in case of Consortium, each member as *applicable*) must be on Active Taxpayer List of FBR and must have filed income tax returns during the last three (3) years;
 - **Power of Attorney and Consortium Agreement:** Bidder (in case of Consortium, each member) must submit a power of attorney, as required by the RFP Document, for the authorized person nominated to sign the documents. In addition, Bidder (in case of Consortium only) must submit the Consortium Agreement along with Bid submitted to the Procuring Agency;
 - **Financial Turnover:** Bidder must have an average annual financial turnover of at least PKR 100 million during the last three years, as verifiable from the financial statements issued by a Certified Chartered Accountant in Pakistan or as applicable. However, in the case of a Consortium, the Lead Member **alone** must have an average annual financial turnover of at least PKR 75 million, and each other member **individually** must have an average annual financial turnover of at least PKR 20 million during the last three years;
 - **Experience:** Bidder (in case of Consortium, technical member) must have completed at least three (3) assignments relating to the detailed engineering designing and technical due diligence in construction or expansion of roads or highways or motorways or expressways or bridges or structure projects, with each assignment's minimum value of PKR 25 million, completed during the last fifteen (15) years;
 - **Key Professional Staff:** Bidder (in case of Consortium, any member, as applicable) must have and propose all the **eligible**¹ Key Professional Staff as listed under Technical Evaluation Criteria, and each Consortium member firm must place at least one (1), and Lead Member firm should place at least two (2) Key Professional Staff;
 - **Government Owned Organization:** Bidder (in case of Consortium, each member as applicable) must be: (i) legally and financially autonomous; and (ii) operates under commercial law;
 - **Conflict of Interest:** Bidder (in case of Consortium, each member) must not have any conflict of interest arising from the

prior or existing contracts or relationships which could materially affect the potential involvement of the Bidder and to comply with the obligations set out in the RFP Document issued with respect to this Assignment;

- **Non-performing Contracts and Litigation History:** Bidder (in case of Consortium, each member) must provide details of: (i) non-performing contracts with cogent reasons; and (ii) disputes and litigation or arbitration cases in-hand and pending for adjudication (if any);
- **Non-blacklisting/ Non-debarment:** Bidder (in case of Consortium, each member) must not be: (i) blacklisted by any public sector organization and IFIs; (ii) debarred by the Procuring Agency till the bid submission deadline; (iii) in bankruptcy or liquidation proceeding; and (iv) convicted of, fraud, corruption, collusion or money laundering.

Technical Evaluation Criteria: Refer to the RFP pages # 34 to 39

The prospective Bidders must read carefully and note the following conditions relating to an integral part of the evaluation criteria:

- i. Foreign entities, if participating in the Bidding Process as Consortium members, other than the Lead Member, must provide relevant documents of registration and other evidence, as applicable with respect to the criteria, from their respective regulatory and/ or registration bodies of home country;
- ii. Sub-Consultant's credentials & experience is not eligible for scoring. Furthermore, the global experience of parent company or associated firms abroad is also not eligible for scoring, until and unless foreign company has itself participated as a Consortium member;
- iii. 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 satisfactory completed as endorsed or verified, if deemed mandatory, by the awarding agency;
- iv. Any Conditional Bid submitted by a Bidder shall be treated as non-responsive during technical or financial evaluation, as the case may be;
- v. If a Consultant is notified as a qualified and awarded the procurement contract on the basis of experience of a foreign company, then requisite Professional Staff from that foreign company must be present during the contract negotiation, if any held, and fielded along with other Consortium members during the targeted milestones.

¹ For eligibility of the Key Professional Staff, refer to the note (eligibility conditions) listed on page # 35 onwards

ITC 18.1 **Eligibility Criteria (Mandatory Documents):** Bidder (individual
ITC 13.1 firm or Consortium) must enclose, along with the Technical
ITC 6.1 Proposal, copies of the following documents including but not limited
ITC 2.2 to (refer to the Eligibility and Technical Evaluation Criteria for further
 details):

- i. Documents checklist duly filled (update if any modification required), signed, stamped by Bidder's authorized representative (**Appendix – E**);
- ii. Registration details including Memorandum & Articles of Incorporation (or equivalent documents of constitution or association) and documents of registration of legal entity (including NTN, SRB and PEC as applicable);
- iii. Company profile describing nature of business and field of experience;
- iv. Consortium Agreement in consonance with ITC Clause 13.1(a) of Bid Data Sheet (**in case of Consortium only**);
- v. Power of Attorney (**Appendix – C**);
- vi. Integrity Pact (**Appendix – A**);
- vii. Audit reports containing balance sheets, income statements and cash flow statements of last three (3) years duly issued and verified by a certified chartered accountant firm;
- viii. Income tax returns filed for last three (3) years;
- ix. Bid security financial instrument without disclosing the amount of it;
- x. Qualification record indicating contracts scope and references proving completion of requisite number of contract(s) in last fifteen (15) years;
- xi. Work orders and contract agreements with completion certificates or any other substantial evidence relating to it suffice to prove the completion of claimed milestones;
- xii. CVs of the Key Professional Staff dedicated for this Assignment;
- xiii. Historical contracts non-performing details, if any, with reasons leading to non-performance;
- xiv. Litigation history with pending cases and nature of such litigations;
- xv. An affidavit that Bidder (in case of Consortium, each member) is not blacklisted by any public or private sector organization (**Appendix-B**);
- xvi. Any other document, including Bid Forms as applicable and referred in The ITC, associated with qualifying the eligibility, technical evaluation criteria, and other terms and conditions.

The prospective Bidders must read carefully and note the following conditions relating to an integral part of the evaluation criteria:

- i. Any foreign entity(ies) participating in Bidding Process as Consortium members, other than Lead Member, must submit relevant documents issued by their respective authorities/

- jurisdiction and attested by the Pakistani Consulate/ Pakistan High Commission of such jurisdiction;
- ii. In case, Bidder has proposed a Professional Staff from a public sector organization, then a 'No Objection Certificate' issued from such organization shall be enclosed with the CV of the proposed individual;
 - iii. Bidder (individual firm or Consortium) must provide valid documents against each criteria/ sub-criterion as required for qualifying eligibility and technical evaluation criteria. **The Proposal received with the incomplete document(s) or without concrete evidence(s) can be marked as disqualified or assigned zero marks as the case may be;**
 - iv. 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 Bidder. Bidder's non-submission of the required document(s) or information on time may result in disqualification or non-scoring of a particular credential, as the case may be.
 - v. The Procuring Agency shall not consider any revised document relating to eligibility and technical evaluation criteria provided by a Bidder against its submitted Bid during the Bids evaluation stage for its qualification and assigning the marks. In other words, only those projects and staff, etc., will be considered that were part or proposed along with the original submitted Bid.

ITC 19.4	Proposals scoring weightage: Technical 70% and Financial 30%
ITC 20.1 ITC 23.1	Expected date and address for contract negotiation is 10 th November 2022 at the Committee Room of Works & Services Department, 3 rd Floor, New Sindh Secretariat Building No. 1, Shahrah-e-Kamal Atta Turk, Karachi.
ITC 24.1	The Procuring Agency shall award the procurement Contract to a Consultant qualifying the eligibility or preliminary evaluation criteria and attaining the highest combined technical and financial score using Quality & Cost Based Selection (QCBS) method – Most Advantageous Bid .
ITC 24.2	Successful Consultant, whose bid found and declared by the Procuring Agency as the Most Advantageous Bid, upon receiving the Letter of Award shall require to furnish the performance security equivalent to 2% of the contract amount in the shape of Bank Guarantee , valid for a period of twenty eight (28) days beyond the specified Contract duration, issued by a scheduled bank in Pakistan in favor of ' Secretary Works & Services Department '.
ITC 24.3	Expected date for commencement of services is: 21 st November 2022 or immediately after signing of the Contract by both the parties.

Technical Evaluation Criteria (ITC 18.1)		Max Points	
Sr.	Sub-Criteria and Points		
1.	Firm's experience (Max. Points = 55)		
	Note:		
	i. Points will be assigned only once for the same project or same milestone completed by more than one Consortium member firms. Furthermore, if a milestone completed or achieved through a Consortium member firm (for instance: legal or financial firm), the points will be assigned to that Consortium member firm only, subject to that firm's participation as a Consortium member under instant procurement;		
	ii. Project(s) containing various milestones of a similar or varied nature will be considered separately for awarding the points;		
	iii. Bidders' experience will be considered for projects completed under public or private sector organizations, unless expressly specified otherwise;		
	iv. Bidders' experience to the extent of PPP Projects (as at 1.2.4 & 1.2.5) will only be considered for public sector clients;		
v. Scores will be awarded to a Bidder based on milestones achieved for a project			
vi. For completion of the projects/ assignments other than the PKR, historical exchange rate prevailing on completion of respective milestone will be used to convert foreign currency to PKR, as notified by the State Bank of Pakistan;			
vii. For the purpose of assigning points for the projects or assignments completed, it shall be assigned only once in respective category, i.e., either general or relevant experience, as passing the criteria			
	1.1 General Experience (Maximum Points = 15)		
	1.1.1 Bidder's (in case of a Consortium, technical member) experience in master planning and designing for infrastructure development projects ² , with each project's minimum cost of PKR 1,500 million or assignment's minimum total contract value of PKR 15 million, completed during the last fifteen (15) years [1.5 points for each project]	3	
	1.1.2 Bidder's (in case of a Consortium, technical members) experience in conducting feasibility study for infrastructure development projects, with each project's minimum cost of PKR 1,500 million or assignment's minimum total contract value of PKR 15 million, completed during the last fifteen (15) years [1.5 points for each project]	3	
	1.1.3 Bidder's (in case of a Consortium, any or all members combined) experience in conducting environmental impact assessment studies for infrastructure development projects, with each project's minimum cost of PKR 1,500 million or assignment's minimum total contract value of PKR 3 million, completed during the last fifteen (15) years [1.5 points for each project]	3	
	1.1.4 Bidder's (in case of a Consortium, legal member) experience in preparing bidding package (including bidding documents and agreement, etc.) for infrastructure development projects and/ or EPC or turnkey projects, with each project's minimum cost of PKR 1,500 million or assignment's minimum total contract value of PKR 5 million, completed during the last fifteen (15) years [1.5 points for each project]	3	
	1.1.5 Bidder's (in case of a Consortium, financial member) experience in developing financial model and project structuring for infrastructure development projects and/ or EPC or turnkey projects, with each project's minimum cost of PKR 1,500 million or assignment's minimum total contract value of PKR 5 million, completed during the last fifteen (15) years [1.5 points for each project]	3	
	1.2 Relevant Experience (Maximum Points = 40)		

² The infrastructure development project may include (planning & designing and/ or feasibility study and/ or environmental impact assessment study and/ or bidding package and/ or financial model relating to the) construction or expansion or rehabilitation of canals or dams, housing, power generation, water resources, sewerage or drainage system, bridge, highway, motorways, communication, power, aviation, railroad, road, waste, tourism, or urban development, etc.

<p><i>mentioned thereunder. Bidders shall submit probable evidence with sufficient information, as available or accessible, against the consulting services provided for the claimed projects; and</i></p> <p><i>viii. Bidders shall attach supporting documents/ evidences of experience and clearly indicate such reference within the Checklist submitted along with the Technical Proposal.</i></p>	<p>1.2.1 Bidder's (in case of a Consortium, technical member) experience in undertaking a detailed engineering design and technical due diligence for construction of roads or expressways or highways or motorways or expressways projects (including bridges in each case), with each project's minimum total cost of PKR 2,000 million or assignment's minimum total contract value of PKR 20 million, completed during the last fifteen (15) years [5 points for each project]</p>	15						
	<p>1.2.2 Bidder's (in case of a Consortium, technical member) experience in conducting feasibility study for construction of roads or expressways or highways or motorways or expressways projects (including bridges in each case), with each project's minimum total cost of PKR 2,000 million or assignment's minimum total contract value of PKR 10 million, completed during the last fifteen (15) years [2 points for each project]</p>	6						
	<p>1.2.3 Bidder's (in case of a Consortium, any or all members combined) experience in conducting environmental impact assessment studies (as per the national safeguard policies and/ or requirements of IFIs) for construction of roads or expressways or highways or motorways or expressways projects, with each project's minimum total cost of PKR 2,000 million or assignment's minimum total contract value of PKR 5 million, completed during the last fifteen (15) years [2 points for each project]</p>	4						
	<p>1.2.4 Bidder's (in case of a Consortium, legal member) experience in preparing bidding package (including RFQ/ RFP and draft concession agreement, etc.) for infrastructure development projects under the PPP modality, completed during the last fifteen (15) years [3 points for each project]</p>	8						
	<p>1.2.5 Bidder's (in case of a Consortium, financial member) experience in developing financial model, risk matrix and project structuring for infrastructure development projects under the PPP modality, completed during the last fifteen (15) years [2.0 points for each project]</p>	6						
Total Points (General and Relevant Experience)		55						
<p>2. Key Professional Staff (Max Points = 30)</p> <p><i>Note: The proposed staff (Financial, Technical, and Legal) must qualify (eligibility) the following</i></p>	<p>2.1 Financial Team:</p> <table border="1"> <tr> <td style="text-align: center;">i.</td> <td>Financial Team Leader</td> <td style="text-align: center;">3.0 points</td> </tr> <tr> <td style="text-align: center;">ii.</td> <td>Project Finance Specialist</td> <td style="text-align: center;">2.0 points</td> </tr> </table>	i.	Financial Team Leader	3.0 points	ii.	Project Finance Specialist	2.0 points	5
i.	Financial Team Leader	3.0 points						
ii.	Project Finance Specialist	2.0 points						

<p>requirements for attaining the points as mentioned under this section (refer to the table showing weightage points allocated to the each staff based on qualification and relevant experience):</p> <p>i. S/he must not be more than 65 years of age, as on the date of bids submission deadline; and</p> <p>ii. S/he must have valid registration with the professional bodies i.e. PEC, ICAP, and PCATP and/ or as applicable under the relevant laws or general by-laws of the respective country (the proposed staff registration number with respective regulatory bodies, where applicable, be mentioned in the CV);</p> <p>iii. S/he must attain the minimum points or meet the minimum qualification criteria mentioned in the score table.</p>	<p>2.2 Technical Team:</p> <table border="1"> <tr><td>i.</td><td>Technical Team Leader/ Senior Engineer</td><td>3.0 points</td></tr> <tr><td>ii.</td><td>Highway Engineer</td><td>2.0 points</td></tr> <tr><td>iii.</td><td>Structural Design Engineer</td><td>2.0 points</td></tr> <tr><td>iv.</td><td>Hydrology & Drainage Engineer</td><td>2.0 points</td></tr> <tr><td>v.</td><td>Geotechnical Engineer</td><td>2.0 points</td></tr> <tr><td>vi.</td><td>Traffic Engineer/ Economist</td><td>2.0 points</td></tr> <tr><td>vii.</td><td>Quantity Surveyor</td><td>1.5 points</td></tr> <tr><td>viii.</td><td>Chief Surveyor</td><td>1.5 points</td></tr> <tr><td>ix.</td><td>Material Engineer</td><td>1.5 points</td></tr> <tr><td>x.</td><td>Environment Expert</td><td>1.25 points</td></tr> <tr><td>xi.</td><td>Social Safeguard Expert</td><td>1.25 points</td></tr> </table>	i.	Technical Team Leader/ Senior Engineer	3.0 points	ii.	Highway Engineer	2.0 points	iii.	Structural Design Engineer	2.0 points	iv.	Hydrology & Drainage Engineer	2.0 points	v.	Geotechnical Engineer	2.0 points	vi.	Traffic Engineer/ Economist	2.0 points	vii.	Quantity Surveyor	1.5 points	viii.	Chief Surveyor	1.5 points	ix.	Material Engineer	1.5 points	x.	Environment Expert	1.25 points	xi.	Social Safeguard Expert	1.25 points	20
	i.	Technical Team Leader/ Senior Engineer	3.0 points																																
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iii.	Structural Design Engineer	2.0 points																																	
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x.	Environment Expert	1.25 points																																	
xi.	Social Safeguard Expert	1.25 points																																	
	<p>2.3 Legal Team:</p> <table border="1"> <tr><td>i.</td><td>Legal Team Leader</td><td>3.0 points</td></tr> <tr><td>ii.</td><td>Legal Expert</td><td>2.0 points</td></tr> </table>	i.	Legal Team Leader	3.0 points	ii.	Legal Expert	2.0 points	5																											
i.	Legal Team Leader	3.0 points																																	
ii.	Legal Expert	2.0 points																																	
Total Points (Key Professional Staff)		30																																	
<p>3. Financial Capability (Max. Marks = 6)</p> <p><i>Note: Bidder (in case of Consortium, each member) to submit audited financial statements of last three years. However, In case of a Consortium, financial capability of the Consortium members collectively will be considered.</i></p>	<p>3.1 Average annual turn-over of last three (3) years</p> <table border="1"> <tr><td>i.</td><td>≥ PKR 400 million</td><td>6.0 points</td></tr> <tr><td>ii.</td><td>≥ PKR 200 million and < PKR 300 million</td><td>4.0 points</td></tr> <tr><td>iii.</td><td>≥ PKR 100 million and < PKR 200 million</td><td>2.0 points</td></tr> </table>	i.	≥ PKR 400 million	6.0 points	ii.	≥ PKR 200 million and < PKR 300 million	4.0 points	iii.	≥ PKR 100 million and < PKR 200 million	2.0 points	6																								
i.	≥ PKR 400 million	6.0 points																																	
ii.	≥ PKR 200 million and < PKR 300 million	4.0 points																																	
iii.	≥ PKR 100 million and < PKR 200 million	2.0 points																																	
<p>4. Understanding of the Assignment and Proposed Methodology (Max. Marks = 9)</p>	<p>4.1 Understanding of the Assignment</p>	3																																	
	<p>4.2 Proposed Methodology with Work Plan containing pragmatic approaches towards achieving the Assignment’s desired objectives and targeted milestones set in TOR within the stipulated timeline</p>	6																																	
Total Points (Financial Capability plus Understanding of the Assignment and Proposed Methodology)		15																																	
Grand Total Points (Technical Evaluation Criteria)		100																																	
Qualifying Points		70																																	

Note: Bidder (individual firm or Consortium) **must attain at least 70 points St** to qualify for the opening of its Financial Proposal.

Key Professional Staff (Points Weightage Assigned to Each Individual based on Qualification and Experience)					
Sr.	Key Professional Staff	Maximum Weightage (Qualification 25% and Relevant Experience 75%)			
1.	Financial Team	Qualification	Weight	Relevant Experience	Weight
1.1	Financial Team Leader	CA/ CFA/ ICMA/ ACCA/ MBA	25%	≥ 10 years' experience of infrastructure transaction advisory services	75%
		Bachelors in Finance/ Accounting/ Business Administration	15%	≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%
				≥ 3 years and < 5 years	20%
1.2	Project Finance Specialist	CA/CFA/ICMA/ACCA/MBA	25%	≥ 10 years' experience of developing financial models/ financial structuring for infrastructure and other development projects	75%
		Bachelors in Finance/ Accounting/ Business Administration	15%	≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%
				≥ 3 years and < 5 years	20%
2.	Technical Team				
2.1	Technical Team Leader/ Senior Engineer	Bachelors in Civil Engineering along with Masters in Transportation Engineering or equivalent	25%	≥ 20 years' experience in planning, designing and leading or execution of roads or highways or expressways or bridges construction projects	75%
		Bachelors in Civil Engineering	15%	≥ 15 years and < 20 years	60%
2.2	Highways Engineer	Bachelors in Civil Engineering along with Masters in Transportation Engineering or equivalent	25%	≥ 20 years' design experience as Highway or Geometric Design Engineer on roads or highways or expressways or bridges construction projects	75%
		Bachelors in Civil Engineering	15%	≥ 15 years and < 20 years	60%
				≥ 10 years and < 15 years	40%
2.3	Structural Design Engineer	Bachelors in Civil Engineering along with Masters in Structural Engineering or equivalent	25%	≥ 15 years' experience in structural design of roads or highways or expressways or bridges construction projects	75%
		Bachelors in Civil Engineering	15%	≥ 10 years and < 15 years	60%
				≥ 7 years and < 10 years	40%

2.4	Hydrology & Drainage Engineer	Bachelors in Civil Engineering along with Masters in Hydraulic Engineering/ Hydrology or equivalent	25%	≥ 15 years' experience in designing hydraulic aspects of civil works and/ or designing of new and rehabilitation of existing roads or expressways or highways or motorways or bridges projects	75%		
				≥ 10 years and < 15 years	60%		
				≥ 7 years and < 10 years	40%		
				≥ 5 years and < 7 years	20%		
2.5	Geotechnical Engineer	Masters in Geology/ Geotechnical Engineering or equivalent	25%	≥ 15 years' experience in geotechnical investigations of major infrastructure and/ or roads or expressways or motorways or highways or bridges projects	75%		
		Bachelors in Geology or equivalent	15%	≥ 10 years and < 15 years	60%		
				≥ 7 years and < 10 years	40%		
				≥ 5 years and < 7 years	20%		
2.6	Traffic Engineer/ Economist	Bachelors in Civil Engineering along with Masters in Transportation Engineering/ Transport Economics or equivalent	25%	≥ 15 years' experience in planning and designing of infrastructure projects, including interchanges or intersections with traffic control systems	75%		
				≥ 10 years and < 15 years	60%		
				≥ 7 years and < 10 years	40%		
				≥ 5 years and < 7 years	20%		
2.7	Quantity Surveyor	Bachelors in Civil Engineering along with Masters in any Civil Engineering Category	25%	≥ 15 years' experience in preparing budget plans, schedules, assessment of claims, estimates of quantities, and various payments certificates relating to the roads or expressways or motorways or highways or bridges projects	75%		
				Bachelors in Civil Engineering	15%	≥ 10 years and < 15 years	60%
						≥ 7 years and < 10 years	40%
						≥ 5 years and < 7 years	20%
2.8	Chief Surveyor	Masters in GIS or equivalent along with Bachelors in Civil Engineering	25%	≥ 15 years' experience in preparing and reviewing maps, land parcels, and designing of infrastructure projects	75%		
		Diploma in Survey or equivalent	15%	≥ 10 years and < 15 years	60%		
				≥ 7 years and < 10 years	40%		
				≥ 5 years and < 7 years	20%		

2.9	Material Engineer	Masters in Geology or equivalent with Bachelors in Civil Engineering/ Geology or equivalent	25%	≥ 15 years' experience in engineering designing and testing material specifications of roads or highways or bridges or major construction/ infrastructure projects	75%
		Bachelors in Civil Engineering/ Geology or equivalent	15%	≥ 10 years and < 15 years	60%
				≥ 7 years and < 10 years	40%
				≥ 5 years and < 7 years	20%
2.10	Environment Specialist	Masters in Environmental Engineering or allied Environmental Sciences/ Management	25%	≥ 15 years' experience in conducting various environment related assessment studies for infrastructure projects	75%
		Bachelors in Environmental Sciences or equivalent	15%	≥ 10 years and < 15 years	60%
				≥ 7 years and < 10 years	40%
				≥ 5 years and < 7 years	20%
2.11	Social Safeguards Expert	Masters in Social Sciences or equivalent	25%	≥ 15 years' experience in conducting studies pertaining to social aspects such as baseline/demographic studies, involuntary resettlement studies and plans, as per national/ provincial guidelines or IFIs standards.	75%
		Bachelors in Social Sciences or equivalent	15%	≥ 10 years and < 15 years	60%
				≥ 7 years and < 10 years	40%
				≥ 5 years and < 7 years	20%
3.	Legal Team				
3.1	Legal Team Leader	LLM/ Bar at Law	25%	≥ 10 years' experience of legal advisory on infrastructure or water resources development projects	75%
		LLB	15%	≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%
				≥ 3 years and < 5 years	20%
3.2	Legal Expert	LLM/ Bar at Law	25%	≥ 10 years' experience of drafting procurement documents e.g. EOIs, RFQ, RFP, Concession/ PPP agreements/ EPC contracts/ agreement negotiations	75%
		LLB	15%	≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%
				≥ 3 years and < 5 years	20%

Section III – Technical Proposal

Table of Contents

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

Refer to Reference Paragraph 13.2 of the Data Sheet for format of Technical Proposal to be submitted, and/ or paragraph 13.2 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

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A. Consultant’s Organization.....	42
B. Consultant Experience.....	43
Form TECH-3. Comments and Suggestions on the Terms of Reference an on Counterpart Staff and Facilities to be Provided by the PA	
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B. On Counterpart Staff and Facilities.....	45
Form TECH-4. Description of Approach, Methodology, and Work Plan for Performing the Assignment.....	46
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Form TECH-7. Staffing Schedule.....	49
Form TECH-8. Work Schedule.....	50

Form Tech-1. Technical Proposal Submission Form

[Location, Date]

To: *[Name and address of the Procuring Agency]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of Assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the Assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form Tech-2. Consultant's Organization and Experience

A. Consultant's Organization

*[Provide here a brief (**preferably not more than five pages**) description of the background and organization of your firm/ entity and each associate for this Assignment.]*

B. Consultant's Experience

[Using the format below, provide information on each Assignment for which your firm, and each associate for this Assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use 50 pages.]

Assignment name:	Approximate value of contract (PKR):
Country: Location within country:	Duration of Assignment (months):
Name of procuring agency or purchaser:	Total No of staff-months of the Assignment:
Address:	Approx. value of the services provided by your firm under the contract (PKR):
Start date (month/ year): Completion date (month/ year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	

Description of actual services provided by your staff within the assignment:

Firm's Name:

Form Tech-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring Agency

A. On the Terms of Reference

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment (**such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities**). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

B. On Counterpart Staff and Facilities

[Comment here on the counterpart staff and/ or facilities to be provided by the Procuring Agency according to Paragraph Reference 2.5 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form Tech-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. Bidders are suggested to present their Technical Proposal (20 pages, preferably not exceeding 2,000 words per component – inclusive of charts and diagrams) divided into the following three chapters:]

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

a) Technical Approach and Methodology. *In this chapter, the Bidder should explain understanding of the objectives of the Assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Bidder should highlight the problems being addressed and their importance, and explain the technical approach the Bidder would adopt to address them. The Bidder should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.*

b) Work Plan. *In this chapter, the Bidder should propose the main activities of the Assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procurnig Agency), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

c) Organization and Staffing. *In this chapter, the Bidder should propose the structure and composition of team. The Bidder should list the main disciplines of the Assignment, the key expert responsible, and proposed technical and support staff.]*

Form Tech-6. Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** (*only one candidate shall be nominated for each position*): _____
2. **Name of Firm** (*insert name of firm proposing the staff*): _____
3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
6. **Membership of Professional Associations:** _____
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____
8. **Countries of Work Experience** [*List countries where staff has worked in the last ten years*]: _____
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held*]: _____
 From [Year]: _____ To [Year]: _____
 Employer: _____ Positions held: _____
11. **Detailed Tasks Assigned** [*List all tasks to be performed under this Assignment*]: _____
12. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** [*Among the Assignments in which the staff has been involved, indicate following information for those Assignments that illustrate staff capability to handle tasks listed under point 11.*]:
 Name of Assignment or project: _____ Year: _____
 Location: _____ PA: _____
 Main project features: _____ Positions held: _____
 Activities performed: _____

13. Certificate

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. **I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.**

 [Signature of staff member or authorized representative of the staff] Day/Month/ Year

Full name of authorized representative: _____

Form Tech-7. Staffing Schedule³

No	Name of Staff	Staff Input (in the form of bar chart) ⁴													Total Staff-Month Input			
		1	2	3	4	5	6	7	8	9	10	11	12	N	Home	Field ⁵	Total	
Foreign																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
															Subtotal			
Local																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
															Subtotal			
															Total			
Full time input						Part time input												

³ For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

⁴ For Months are counted from the start of the Assignment. For each staff indicate separately staff input for home and field work.

⁵ Field work means work carried out at a place other than the Consultant's home office.

Section IV – Financial Proposal

Standard Forms

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

[Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para 3 of the Letter of Invitation.]

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

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Form FIN-2. Summary of Costs.....	53
Form FIN-3. Breakdown of Costs by Activity.....	54
Form FIN-4. Breakdown of Remuneration.....	55
Form FIN-5. Breakdown of Reimbursable Expenses.....	57
Appendix. Financial Negotiations - Breakdown of Remuneration Rates.....	59

Form FIN-1. Financial Proposal Submission Form

[Location, Date]

To: *[Name and address of PA]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of Assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures⁸]*.

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

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below⁹:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

⁸ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2

⁹ If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2. Summary of Costs¹⁰

Item No.	Description of Services	Costs (in PKR)
1.	Phase I – Transaction Preparation <ul style="list-style-type: none"> • Inception Report • Technical Feasibility Report • Land Acquisition Report • Environment and Social Impact Assessment • Economic and Financial Viability Assessment Report • Institutional & Regulatory Assessment Report • Market Assessment Report • PPP Options Analysis, Risk Allocation Matrix & Value for Money Analysis Report 	
2.	Phase II: Transaction Implementation <ul style="list-style-type: none"> • Marketing and Submission of Bidding Package • Submission of Bid Evaluation Report • Issuance of Letter of Award/Acceptance 	
3.	Phase III: Transaction Negotiation & Financial Close <ul style="list-style-type: none"> • Transaction negotiation and signing of Concession • Financial Close 	
Total Cost of Financial Proposal (inclusive of all the taxes)¹¹		

¹⁰ The Bidder may update this form considering its own requirement; however, the payment shall be made as per the milestones satisfactory completed and defined under the Conditions of Contract of RFP Document.

¹¹ Total cost must be inclusive of all applicable taxes as payable by the Consultant according to law of the land. This cost shall cover all the costs associated with performing the Assignment as detailed under the TOR. The Contract Price payments shall be made in accordance with the Conditions of Contract available with the RFP.

Form FIN-3. Breakdown of Costs by Activity¹²

Group of Activities: ¹³	Description: ¹⁴			
_____	_____			
_____	_____			
Cost Component	Costs ¹⁵			
	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]	[Indicate Local Currency]
Remuneration ¹⁶				
Reimbursable Expenses				
Subtotals				

NOT APPLICABLE

¹² Form FIN-3, if applicable, shall be filled at least for the whole Assignment. In case some of the activities require different modes of billing and payment (e.g.: the Assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

¹³ Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8

¹⁴ Short description of the activities whose cost breakdown is provided in this Form.

¹⁵ Indicate between brackets the name of the foreign currency. use the same columns and currencies of Form FIN-2.

¹⁶ For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant total costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4. Breakdown of Remuneration¹⁷

[This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Time Based]

Group of Activities: _____							
Name ¹⁸	Position ¹⁹	Staff-month Rate ²⁰	Input ²¹ (Staff-months)	[Indicate Foreign Currency # 1] <small>22</small>	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 1]	[Indicate Local Currency]
Foreign Staff							
		[Home]					
		[Field]					
Local							
		[Home]					
		[Field]					
Total Costs							

NOT APPLICABLE

¹⁷ Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

¹⁸ Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

¹⁹ Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.

²⁰ Indicate separately staff-month rate and currency for home and field work.

²¹ Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.

²² Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

Form FIN-5. Breakdown of Reimbursable Expenses²⁷

[This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based]

Group of Activities: _____								
No	Description ²⁸	Unit	Unit Cost ²⁹	Quantity	[Indicate Foreign Currency # 1] ³⁰	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 1]	[Indicate Local Currency]
	Per diem allowances	Day						
	International flights ³¹	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PA's personnel ³²							
Total Costs								

²⁷ Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

²⁸ Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

²⁹ Indicate unit cost and currency.

³⁰ Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

³¹ Indicate route of each flight, and if the trip is one- or two-ways.

³² Only if the training is a major component of the Assignment, defined as such in the Data Sheet or TOR.

Form FIN-5. Breakdown of Expenses

[This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish payments to Consultant for possible additional services requested by the PA]

No	Description ³³	Unit	Unit Cost ³⁴
	Per diem allowances	Day	
	International flights ³⁵	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between <i>[Insert place]</i> and <i>[Insert place]</i>		
	Drafting, reproduction of reports		
	Equipment, instruments, materials supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel ³⁶		

³³ Delete items that are not applicable or add items according to Paragraph Reference 3.6 of the Data Sheet.

³⁴ Indicate unit cost and currency.

³⁵ Indicate route of each flight, and if the trip is one- or two-ways.

³⁶ Only if the training is a major component of the Assignment, defined as such in the Data Sheet or TOR.

Appendix. Financial Negotiations – Breakdown of Remuneration Rates

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for Assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Procuring Agency is charged with the custody of funds from Government of Sindh and is expected to exercise prudence in the expenditure of these funds. The Procuring Agency is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

- i. **Salary:** This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.
- ii. **Social Costs:** Social costs are the costs to the firm of staff's non-monetary benefits. These items include, inter alia, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an Assignment if no additional staff replacement has been provided. Additional leave taken at the end of an Assignment in accordance with the firm's leave policy is acceptable as a social cost.
- iii. **Cost of Leave:** The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as per percentage of salary}^{37} = \frac{\text{Total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Procuring Agency is not charged for the leave taken.

- iv. **Overheads:** Overhead expenses are the firm's business costs that are not directly related to the execution of the Assignment and shall not be

³⁷ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

- reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Agency does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.
- v. **Fee or Profit:** The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.
 - vi. **Away from Headquarters Allowance or Premium:** Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit.
 - vii. **Subsistence Allowances:** Subsistence allowances are not included in rates, but are paid separately and in local currency. No additional subsistence is payable for dependents-subsistence rate shall be same for married and single team members.
 - viii. Standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable Expenses

- 2.1 Financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Procuring Agency Guarantee

- 3.1 The Payments to the firm, including payment of any advance based on cash flow projections covered by a Procuring Agency guarantee, shall be made according to an agreed estimated schedule ensuring the Consultant regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consult's Representation Regarding Costs and Charges

We hereby confirm that:

- a. the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- b. attached are true copies of the latest salary slips of the staff members listed;
- c. the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this Assignment to the staff members listed;
- d. the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- e. said factors for overhead and social charges do not include any bonuses or other means of profit-sharing

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant’s Representation Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/ Day/ Year	Social Charges ³⁸	Overhead	Subtotal	Fee ³⁹	Away from Headquarter Allowance	Proposed Fixed Rate per Working Month/ Day/ Hour	Proposed Fixed Rate per Working Month/ Day/ Hour
Head Office									
Field									

NOT APPLICABLE

³⁸ Expressed as percentage of 1
³⁹ Expressed as percentage of 4

Section V – Terms of Reference

SUMMARY/ OVERVIEW OF THE ASSIGNMENT	
Procuring Agency	Works & Services Department, Government of Sindh
Assignment Title	Feasibility study and transaction advisory services for the development of dual carriageway projects from Tando Muhammad Khan to Sujawal, and Hyderabad to Tando Ghulam Ali under public-private partnership mode
Assignment Description	<p>Under this Assignment, the Consultant shall require to undertake the activities in three dependent and sequential phases, which include: i. Transaction Preparation, ii. Bid Management; and iii. Transaction Negotiation & Achievement of Financing Close subject to the approval of Competent Authority i.e. the PPP Policy Board, at each phase.</p> <p>The initial phase shall require the Consultant to review institutional & regulatory framework, undertake technical financial & legal viability assessments, and conceptualize plans relating to each Project. Subsequently, upon satisfactory completion of the first phase, the Consultant will require to develop a marketing strategy to sensitize potential investors' participation under the bidding process for each Project separately, assist the Procuring Agency while undertaking the procurements, including biddings, transaction negotiations, and then achieving financial closures at the end of Assignment as further detailed in the TOR's Assignment Scope.</p>
Contract Duration	Sixteen (16) months
Contract Type	Lump-sum or fixed
Procurement Framework	Sindh Public Procurement Act, 2009, including Rules, Regulations, Orders or Instructions as framed thereunder from time to time
Market Approach	National competitive bidding
Selection Method	Quality cost based selection
Commencement Date (Expected)	21 st November 2022 or immediately after signing the Contract.

1. PROJECT BACKGROUND

Works and Services Department, Government of Sindh, is responsible for providing services in the form of the road network and building facilities for various departments

of the Government of Sindh. Its principal activities span around planning, designing, construction and maintenance of roads/ highways and buildings of the province. The department's offices are spread over the length and breadth of the province of Sindh.

Development activities and the consequent demand for mobility consistently increase the pressure on the road transportation system; therefore, it requires continuous expansion, maintenance, replacement and modernization as an integrated system. Since the road is the dominant mode of inland traffic in the province of Sindh, therefore Works and Services Department is primarily involved in furnishing the needs of the road infrastructure.

The Province of Sindh is a custodian of around 57,313 km of road network with an overall road density of 0.42 km/ sq. km. This road network is widely stretched along both the sides of the River Indus and the adjacent areas and along the coastline of the province of Sindh.

While developing the infrastructure, this department is highly engaged in constructing new roads to expand the network and preserve the existing routes through timely maintenance and repair along with its modernization. It aims to bring the province of Sindh under the ideal road density criteria for developing countries, i.e., 0.5 km/ sq. km. For this, the department is paving a path at a fast pace. The highways sector is currently a custodian of road assets with a net worth of around trillions of rupees. By utilizing annual budgetary allocation, the department is actively increasing its network and decreasing the burden of maintaining its assets. The department has experienced and trained human resources to handle substantial financial outlay and utilize it effectively to build and maintain the road infrastructure.

Given its vision, the department is continuously striving to enhance its capacity and establish medium-term and short-term targets to assure international standard services accessibility to the people. The construction of a new road network with the surface, rehabilitation/ reconstruction/ improvement/ widening of existing inter and intra-city road networks for efficient public transport service on a sustainable basis is an important priority area for the Government.

To achieve the sectoral goals, the department has been designated with an enormous amount as an allocation under the ADP against 700 schemes, which primarily comprises 299 (293 highways sector and 6 building sector) ongoing and 401 new schemes. Among ongoing schemes, 166 schemes are under the domain of improvement, which is a vital feature of development to address the regular maintenance of the roads for smooth riding quality, mobility and ease in accessibility while saving time, and 113 schemes are under construction, providing a new pathway for easy access to natives. Furthermore, to enhance the portfolio of development and mobility for road users, the department targeted to complete 164 schemes during the last financial year to serve the locals of the province. This road network also helps to create local employment, facilitation of inter-community trade and migration, alleviation of poverty, and improvement of productivity. It also creates demand for the primary products and stimulates the consumption of products in the manufacturing sector. It will spread industrial units in smaller towns, and new cities will come into existence due to the operation of road transport.

The department foreign aided project, i.e., the Sindh Provincial Road Improvement Project (SPRIP) is also being executed with the assistance of the Asian Development Bank (ADB). Under this project, a total number of 6 roads have been rehabilitated. The future programs of the department also include construction of Hyderabad Southern Bypass, and the work on this project is underway with the assistance of the ADB. To infuse the private sector's efficiencies and share responsibilities with the private sector, the department has taken many initiatives under the Government's public-private partnership policy that mainly include:

- Hyderabad-Mirpurkhas Dual Carriageway – A success story under Public-Private Partnership
- Jhirk Mullah Katiar Bridge
- Karachi-Thatta Dual Carriageway
- Kandhkot-Ghotki Bridge
- M 9 – N 5 Link Road Project

Out of the above, three (3) projects have been successfully completed and operational to date, which are serving the people of the province of Sindh effectively. To further strengthen these projects pipeline, the department has conceived two (2) projects, i.e. dual carriageways from Tando Muhammad Khan to Sujawal (via Bulri Shah Kareem) and Hyderabad to Tando Ghulam Ali (via Shaikh Bhirkio, Gulab Leghari) (the 'Projects') with primary objectives to strengthen road traffic safety, to improve service level affected by inadequate capacities, and to create better transport infrastructure linkages between urban and rural economies in a sustainable manner **as further detailed below:**

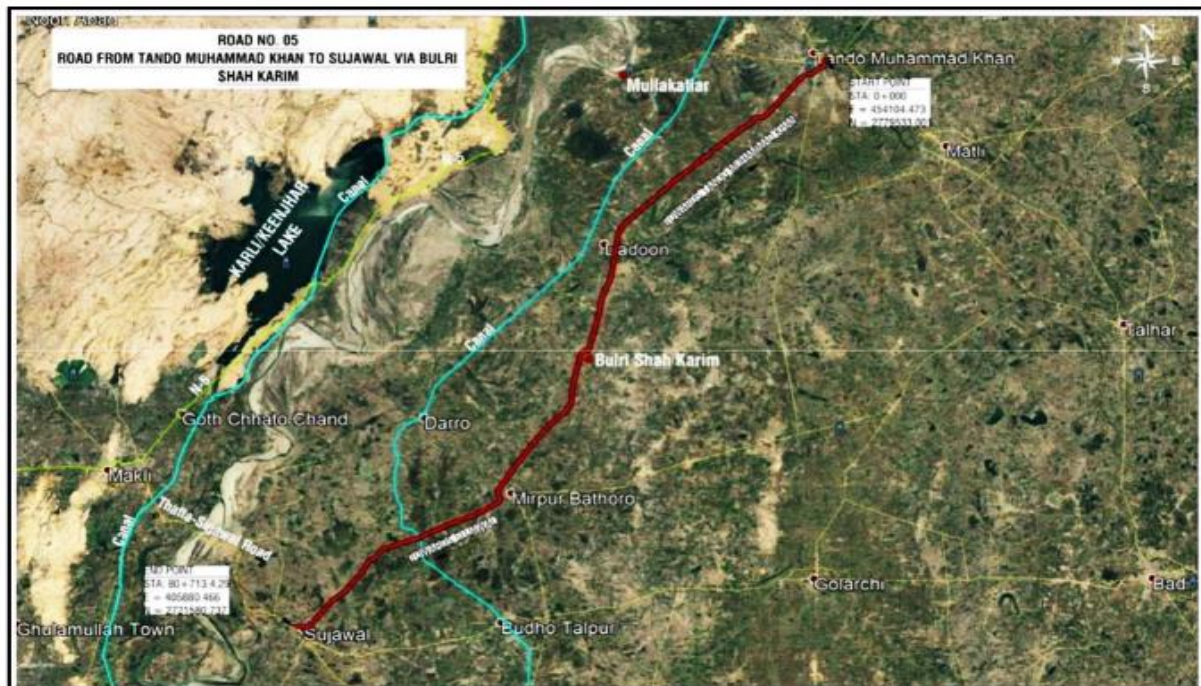
Project 1: Tando Muhammad Khan to Sujawal via Bulri Shah Karim (80.7 km):

Tando Mohammad Khan 25° 07' 31" N and 68° 32' 25 E" is 33 km from Hyderabad and is the district headquarter of the area, which is famous for its fertile agricultural lands, cultivating sugarcane, rice, wheat, and sugar industries etc. Under the SPRIP project, a road from Tando Mohammad Khan to Badin (67 km) is rehabilitated, whereas the road from Hyderabad to Tando Mohammad Khan is also under widening and reconstruction by the Government.

The road from Tando Mohammad Khan to Sujawal carries importance in several ways as there are numerous big and small settlements at enroot, such as: Qabool Pur, Nau Pako, Haji Hussain Dal, Yousuf Gharano, Sathia Stop, Mohammad Ali Satio, 9 mile, Kapoor Mori, Jarra Wah, Dadoon, Ditta Wah, Janhan Soomro, Abdul Rahim Katiar, Mohammad Khan Katiar, Bulri Shah Karim, Jhok Shareef, Abdullah Sugrio, Bado, Tajjan Shamejo, Pirno Lund, Rassol Bux Tharani, Sarrawan Mallah, Mirpur Bathoro, Bahoro Khan Zour, Golo Khan Zour, Soomar Lashari, Mureed Jadeja, Mojirri, Mian Malook, and Ammra, etc.. Along the route, there are rich agricultural lands, most of all, it provides the shortest route to the traffic from Sujawal to Hyderabad; otherwise, traffic from both areas has to take the route from Badin, which is around 80 km more than this route.

The existing road is in dilapidated condition, though at some places, patches are made in M&R, but complete reconditioning is required. The road alignment initiates from Hyderabad Badin Road. The road is called Tando Mohammad Khan - Mirpur - Bathoro

Road till Mirpur Bathoro City, and the rest of the road alignment to Sujawal city is called Sujawal - Bathoro road. Road alignment intersects Phuleli Canal, and railway line is known as Tando Muhammad Khan railway station in initial 2 Km of alignment and traverses through various large and small towns, villages and cities. The road alignment terminates at Thatta-Sujawal road. This road alignment passes through two districts Sujawal, Tando Muhammad Khan. The length of road alignment is 80.7 km.



Project 2: Hyderabad to Tando Ghulam Ali via Shaikh Bhirkio, Gulab Laghari with link to Chambar (68.4 km):

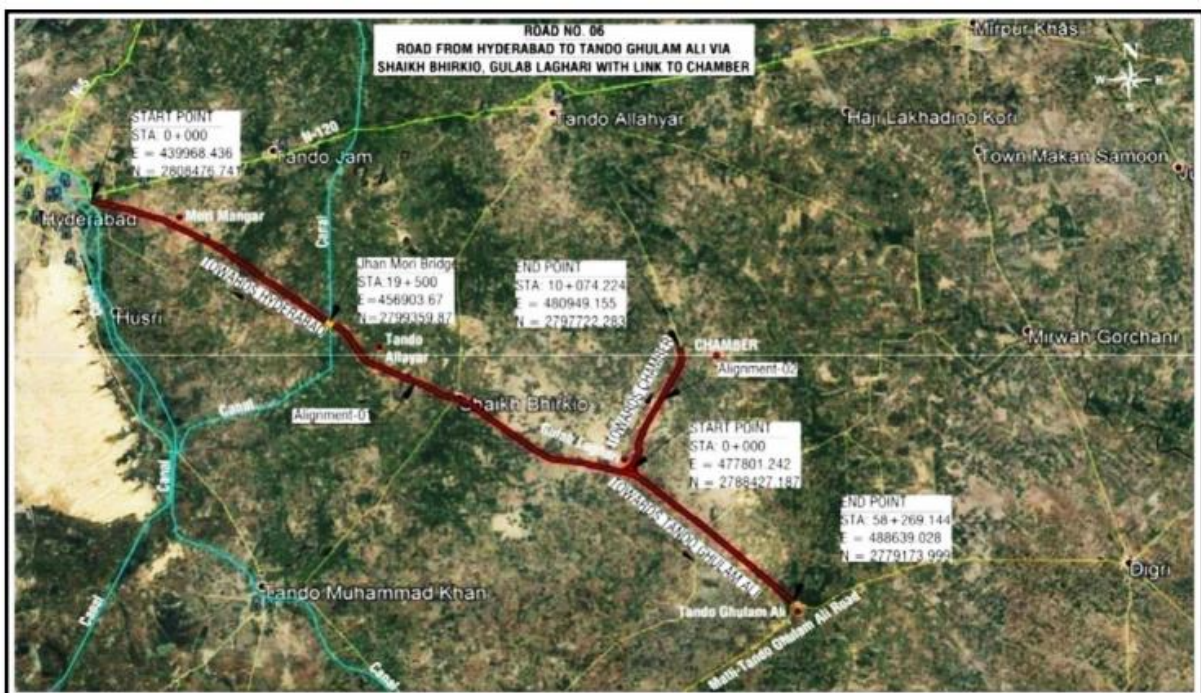
This Project is approximately 68.4 km in length, starts from Hyderabad, and terminates at Tando Ghulam Ali at 25° 07' 32" N and 68° 53' 21" E at Matli-Tando Ghulam Ali ring road. At the chainage, 14 km from the town of Gulab Laghari, there exists a road of 10 km length which connects Chambar town North-Eastward.

Under the savings of SPRIP, a road has been constructed from Tando Allahyar to Chambar. By rehabilitating 11 km stretch between subject road and Chambar town, a complete loop is envisaged, By Tando Allahyar-Chambar-Shaikh Bhirkio or Tando Ghulam Ali.

The Project would intersect Tando Mohammad Khan –Tando Allahyar Road at Shaikh Bhirkio town and move further to end to its destination at Tando Ghulam Ali with 58.3 km in length. This road carries utmost importance because of its Mango and citrus fruit farms and rich fertile agricultural land within the route, and heavy traffic plying over it.

This road would provide the best shortest route for the traffic of Tharparkar also. There are several towns and villages in the alignment, such as Baksho Laghari, Mori Mangar, Khaskheli Colony, Tando Qaisar, Tando Hyder, Faran Sugar Mill, etc. Alignment initiates from Ghulam Shah Kalhoro Flyover near Phuleli city along Phuleli canal road and ends at Tando Ghulam Ali (Matli-Tando Ghulam Ali road) outskirts of Tando

Ghulam Ali City. The alignment traverses through various large and small-town areas of Tando Hyder, Mori Manger, Khaskheli Colony, Sheikh Bhirkio, and Gulab Laghari till the border of Tando Ghulam Ali City. The alignment intersects various major and minor canals Rahuki, Bilori Minor, Matli Minor, Makhhan Mori, Jhan Mori, and Khokhar Distributary. The road alignment from Phuleli to Sheikh Bhirkio is known as Hyderabad Sheikh Bhirkio road, and after the city of Sheikh Bhirkio, the alignment name changed to Tando Ghulam Ali Sheikh Bhirkio Road. The length of road alignment from Hyderabad to Jhan Mori is 19.5 km, and from Jhan Mori to Tando Ghulam Ali is 38.7 km, making total road length 58.269 km. The road alignment intersects major roads Tando Allah Yar-Tando Mohammad Khan Road, Chambar-Tando Ghulam Ali link road, Hyderabad Badin Road, and Mirwah Sanjar Chang Road. The project alignment includes 10.07 km length of Chambar Tando Ghulam Ali link road from Gulab Laghari to Chambar.



2. PROJECTS CONCEPTUALIZATION AND OBJECTIVES

The proposed Projects have been conceived by the Works & Services Department, Government of Sindh (the '**Procuring Agency**'), in line with its strategic objectives to provide road infrastructure service facilities, strengthen road traffic safety, improve service level affected by inadequate capacities, and create better transport

infrastructure linkages between the urban and rural economies in a sustainable and economic manner.

Initially, the Procuring Agency, through the PPP Unit of the Finance Department, submitted the Projects proposals before the PPP Policy Board, which unanimously accorded approval to access the project development facility funding for engaging an outsourced firm as provided under Section 5 of the Sindh PPP Act, 2010.

In this regard, the Procuring Agency now invites the sealed proposals from the Eligible Bidders or Consultants (individual firms or Consortia, as the case may be) to conduct the feasibility study and provide the transaction advisory services for the development of dual carriageways from Tando Muhammad Khan to Sujawal (via Bulri Shah Kareem), and Hyderabad to Tando Ghulam Ali (via Shaikh Bhirkio, Gulab Leghari) (the '**Projects**') under public-private partnership mode (the '**Assignment**') in accordance with the Sindh Public Procurement Rules, 2010 (the '**SPP Rules**').

3. ASSIGNMENT SCOPE

The Consultant shall be required to conduct the Assignment in three dependent and sequential phases. However, the Government reserves the right to terminate the Contract at the end of any phase if it is satisfied that proceeding further will not help achieve the Government's objectives or other conditions as stipulated in the Contract.

3.1. Phase I – Transaction Preparation: Specific objective of this phase is to conduct technical financial and legal due diligence, undertake baseline surveys, review the existing and relevant studies carried out by the Procuring Agency with the assistance of the ADB, prepare conceptual plans and conduct feasibility assessment, develop & evaluate/ prioritize various options to achieve the Projects objectives, and provide a clear cut way forward to the Government, concerning planning, institutional arrangement, transaction structure, financial viability, and socio-economic & environmental viability, land assessment and compensation plan, etc. for the proposed Projects development.

Consultants shall collect relevant data from all concerned departments, international donor agencies, other relevant authorities, utility agencies, record of ongoing litigations and other relevant/ pertinent information which may become useable in later stages of the works or the Projects development. Based on the acquired data, the Consultant shall prepare the PPP Project proposal with the most preferred option for undertaking and marketing each Project separately. The reports, submitted from time to time, shall also fully capture all the information as necessary or available with the Procuring Agency in the form of previous studies/ reports (such as pre-feasibility feasibility and other studies or reports concerning the Projects completed so far).

The feasibility shall include but not limited to the following components:

3.1.1 Inception Report: The Consultant under this stage would be required to provide work breakdown structure, schedules with timelines along with key milestones & methodology, team details, logistics plans, requirements from the Procuring Agency, and anticipated issues pertaining to the initiation of work for each Project. The inception report shall also cover the feedback

on the SPRIP and other relevant reports/ studies that must be incorporated after reviewing the relevant reports and conducting physical visits of the Projects sites by the proposed Key Professional Staff along with the Procuring Agency's representatives.

3.1.2 Technical Feasibility Study: This shall require the Consultant to conduct:

A. Outline the Design Parameters for the Projects

- Detailed area reconnaissance along with the satellite picture study and study of different options (if required) for new bridge(s) position(s) along with the approach roads for the bridge(s) and present different suitable and economical options along with the features after ground appraisals of the salient features of each Project's location;
- Review the existing alignment & submit inception report considering bypasses, if required, and propose the most appropriate option for seeking consent from the Procuring Agency;
- Perform drainage studies also taking into consideration canal/ nullah / river flow patterns during peak flood and recession period for the design of cross drainage and protection works;
- Detailed topographic survey within the Right of Way of the existing road(s) and along any re-alignment (for geometric improvement) identified during the field reconnaissance;
- Perform condition survey of existing structure (bridges, culverts, drains, retaining walls, etc.) and pavement structure to determine load carrying capacity, strength evaluation, and rehabilitation methodologies;
- Perform traffic surveys and studies along with the survey of the customers (all types of road users) to ascertain their willingness and capacity to pay at all key points of the Projects as per the industry's best practices. At least seven (7) consecutive days of traffic count should be carried out. Based on the survey, the consultants should determine in the feasibility study the appropriate tariff levels and structure for the project;
- Inception of the Projects design in terms of typical cross-section, typical culverts, typical bridges, typical and schematic designs of projects, including allied facilities like weighbridges, toll gates, mini toll booths, rest areas (as applicable and needed for the Projects) and shall prepare the cost estimates of the Projects. Design of town areas including drainage, bus stops, parking areas, service roads (if space is available), walkways, overhead pedestrian crossings (if feasible);
- Frame the TOR for detailed design of the Projects based on the x-section of the bridge and approach road, which will be in conformity with applicable standards and in accordance with design requirements as set out below;
- Detailed reconnaissance of the Projects and review of all material/ documents provided, including SPRIP or any other departmental studies;
- Carry out geotechnical investigation and topographic surveys relating to the Projects locations and concerned approach roads, bridges & also carry out the soil investigation survey to determine subsoil condition, other required soil tests and analysis for the authenticity of any available report;

- Geometric design as per the geometric design criteria for roads given in the AASHTO Standards. Also, carry out preliminary design of pavement, retaining/ protection works, design of erosion protection works, and drainage works;
- Carryout outline of the structural design of the bridge in accordance with provisions of AASHTO LRFD Bridge Design Specifications;
- Preliminary design of the pavement and other minor structures and intersections (at-grade or grade-separated);
- Prepare complete Preliminary drawings for each Project, separately;
- Prepare land acquisition folders along with a detailed compensation plan for the acquisition of Right of Way for each Project, separately considering the land acquisition & resettlement plan as mentioned below in B-IV;
- Prepare utilities/ infrastructures folders which include identification of all the utilities encountered along and/ or across the Right of Way along with the estimated cost associated with it for each Project, separately, in consultation with the relevant stakeholders;
- Carryout layout plan for administration building and weighbridges (as applicable and needed for each Project);
- Prepare and submit a detailed plan leading to the Projects implementation;
- Prepare cost estimates for road works, structures, protection and erosion work, building/ facilities for weighbridges, rest areas, toll gates, toll control facilities (if toll gates and toll control facilities are needed for any Projects), facilities for operation and maintenance staff and ancillary works based on typical design, reconnaissance survey, and topographic survey;
- Assist the Procuring Agency in seeking all type of NOCs required from the relevant authorities to undertake the Projects;
- The general design parameters for the roads and bridges are given below. These parameters are indicative and will be revised and updated by the consultants after the feasibility study:

- **Geometric Design Criteria:**

- **Design Life:**

- Bridge and Structures 80 years
 - Pavement Structures 10 years

- **Design Speed:**

- Flat terrain rural * varies
 - Flat terrain town 60 Km/h
 - Maximum super elevation 4.0%
 - Transverse slop (Camber)
 - Pavement 2.0%
 - Shoulders 4.0%

- **Gradient:**

- Maximum 3%
 - Minimum 0.2%
 - Carriageway Width * varies
 - Shoulders width either side 3.00m
 - Outer shoulder treatment Wearing Course
 - Embankment Height Varies
 - Embankment side slope Fill 2H:1V to 3H:1V

- Inner Shoulder width 1.0 meters (or As Recommended)
 - *The requirement may vary for each Project
- **For Bridge:**
 - Width (as recommended)
 - Live Load Class AA Loading
- **For Material Testing:**
 - ASTM – American Society for Testing and Materials
 - AASHTO-American Association of State Highway and Transportation Officials.
- **For Structures:**
 - AASHTO LRFD (Latest Edition) American Association of State Highway and Transportation Officials.
- **Loading:**
 - West Pakistan Code of Practice for Highway Bridges 1967.
- **Seismic Design:**
 - AASHTO analysis and design with the latest seismic zoning map for Pakistan as per revised current GoP Seismic parameters. Other design criteria not specified herein shall be approved by the Independent Engineer / Government before being adopted for the design
- Choice of Technology
 - Provide an overview of technological options, which are available in Pakistan and abroad, and describe them briefly, including the main technical parameters and basic charts of the technological processes involved;
 - Assess the advantages and disadvantages of each technological option, taking into account the relevant factors such as its track record, appropriateness for the local conditions, O&M requirements, economics, and environmental impact, as well as Sindh's legal and technical standards and norms, the location, size and required capacity of the project facilities, and technology transfer;
 - Recommend the most suitable technological option for each Project.

B. Environmental and Social Impact Assessment

- Environmental Impact Assessment
 - Conduct the Environmental Impact Assessment (EIA) study of the Projects considering all aspects of the environment, as per national guidelines and requirements of International Financial Institutions (IFIs);
- Social Impact Assessment:
 - Identify and assess the positive effects of the project in terms of satisfying basic needs, alleviating poverty, generating employment, and reaching large population segments;
 - Identify and assess negative social effects such as physical displacement, changes in access to resources, disruption to livelihoods, changes in social or economic standing, inequitable distribution of benefits and costs among stakeholders, and changes to patterns of

- behavior that would not be consistent with prevailing gender perceptions, social norms, and religious or cultural values;
 - Determine whether the project has negative effects on particular categories of stakeholders such as women and ethnic minorities;
 - Highlight factors impacting the Projects during the procurement, development and operations phases;
 - Recommend mitigation measures such as special institutional arrangements, arrangement of alternative residences for affected societies and modifications in project design;
 - Estimate cost of the recommend mitigations measures.
- Stakeholder Consultations:
 - Identify key stakeholders of the Projects;
 - Conduct stakeholder consultation for awareness and feedback;
 - Recommend mechanisms for the continued involvement of key stakeholders in the monitoring and evaluation of project impacts during implementation and operation.
 - Land acquisition and resettlement plans:
 - 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;
 - Prepare an estimated cost for compensation of land acquisition in accordance with all the requirements in line with the applicable laws;
 - Prepare a detailed resettlement plan, including a list of affected people; entitlement policy and compensation policies, institutional arrangements, public participation, consultation, and grievance mechanisms, implementation schedule, cost estimate, and a monitoring and evaluation system.

C. Financial Viability Assessment

- Viable Transaction Structure:
 - Prepare viable transaction structures for implementation of the Projects;
 - Identify possible Government support may be required by the developer, both financial and other;
 - Explain the rationale and form of viability gap funding (if any);
 - Based on the financial modelling, the consultants should determine the appropriate tariff levels and structure for the Projects in the feasibility study. The tariff design should balance the following objectives and factors against each other:
 - Stipulated service standards and associated costs;
 - Customers' willingness and ability to pay;
 - Need for and availability of subsidies.
- Financial Model:
 - Develop financial models of the Projects covering projected revenues, and costs estimates of construction/development (EPC), Non-EPC,

- interest during construction and operations & maintenance cost estimates over the life of the Projects;
- Must cover the entire term of the proposed concession agreement;
 - Financial model must be properly constructed in a standard spreadsheet program such as MS Excel;
 - Inputs and assumptions may include:
 - Inflation, discount rate, and tax rates;
 - Construction data such as initial capital expenditures over period;
 - Future capital expenditures, both maintenance and growth-related;
 - Residual value of capital assets at the end of the concession period, constituting a revenue of the Projects;
 - Funding levels and types such as equity, loans, bonds and subsidies or types of Islamic financing, if applicable;
 - Financial data such as the terms of the various financing instruments;
 - Recurrent operating and maintenance costs;
 - Recurring administrative costs;
 - Operating revenues with the underlying data such as demand forecasts and user charges;
 - Sheets with cash flow statement, profit and loss account and balance sheet of the Projects company;
 - Results and summary sheets demonstrating the impact of different assumptions on the Projects cash flow. The results should be presented in the form of the following financial indicators (at least):
 - Project internal rate of return (IRR)
 - Equity IRR
 - Debt service cover ratio, which shows the project company's ability to repay debt
 - from its annual cash flow;
 - Loan life cover ratio, which shows the project company's ability to accommodate
 - an occasional shortfall of cash;
 - Other applicable/ relevant ratios or indicators
 - The Consultant should prepare a manual so that the model can be used throughout the PPP process to continually assess the impact of different pricing, financing, and service scenarios, update or confirm decisions about project structure;
 - The financial model should allow sensitivities and scenario analysis based on various parameters;

D. Options Analysis

- PPP Options Analysis
 - List all reasonable options available;
 - Evaluate the advantages and disadvantages of each option, together with its risks, benefits and potential impacts for each option;
 - Assess which options are likely to attract private sector investment;
 - Recommend the preferred option with its impact on the financial and commercial viability, financial model and transaction structuring;
- Project Risks:

- Identify the project risks;
- Make assessment of each risk;
- Allocation of each risk to the party that can best able to manage it;
- Develop risk matrix;
- Comment on project viability under PPP modality;
- Economic Analysis:
 - Thorough analysis of the viability of the proposed Projects including a complete economic analysis, identifying economic risks associated with the Projects and undertaking sensitivity and risk analysis;
 - Value for Money analysis based on public sector comparator model;
 - Comprehensive economic cost benefit analysis,
 - Identify contingent costs and risks;
 - Economic IRR;
 - Sensitivity and scenario analysis with impact on payback and IRR.
- Demand-Supply Analysis
 - Conduct demand and affordability analysis
- Legal and Regulatory Assessment
 - What laws, rules, regulations will be involved in the Projects implementation;
 - What kind of district, provincial, and federal approvals will be required in the Projects implementation;
 - Prepare draft bills, rules and regulations or any amendments in existing laws, rules and regulations, if required for the implementation of the Projects;
 - Identify sector institutions and government entities relating to the Projects;

Note: Under Phase I, the successful Bidder shall be responsible to undertake all related surveys needed for preparation of feasibility study reports. In addition, the Consultant shall be responsible to prepare and deliver presentations before the PPP Policy Board or Technical & Financial Evaluation Committee (TFEC) or any other forum for seeking approvals or inputs as required during the course of the Assignment.

3.2. Phase II – Bid Management: If the Procuring Agency decides to proceed with the Phase II, the Consultant shall require performing functions including, but not limited to the following:

3.2.1 Marketing and Bidding Document: The Consultant shall be required to:

- Develop a marketing and communication strategy for each Project separately to sensitize potential investors and other project stakeholders;
- Sensitize potential investors, operators and financiers for the Project and seek their feedback for incorporation in the Projects structures;
- Seek investor interest/ feedback on the Projects prior to launch of official solicitation;

- Arrange investor conferences/ road shows and visits to market the Projects;
- Assist the Procuring Agency to establish a data room which will include all the relevant documents and information on the Projects for investors due diligence;
- Provide input on marketing documents and support in marketing efforts;
- Devise quantitative and qualitative KPIs along with deduction mechanism;
- Preparing bidding documents, including RFQ and RFP, concession agreement, Provincial Support Agreement and direct agreement and any other agreements (including land agreements if necessary) required for the Projects in compliance with the procurement laws, regulations, policy and international best practice;
- Develop and finalize evaluation criteria and the terms of the bid documents;
- Assist the Procuring Agency in the preparation, population, hosting and management of an online data room to facilitate bidders due diligence, including by drafting procedures governing the use of the data room.

3.2.2 Bidding Process: The Consultant shall require to assist Procuring Agency:

- Prepare annual procurement plans;
- Prepare responses to the prospective bidders queries;
- Attend and respond to the prospective bidders' queries at pre-bid meetings as and when scheduled by the Procuring Agency;
- Amend the bidding documents to reflect material issues raised by bidders and accepted by the Procuring Agency and other stakeholders prior to the deadline for bids submission, in accordance with applicable laws, rules and regulations;
- Assist the Procuring Agency and its TFEC during the bid evaluation (including analysis of any amendments to the Project documents proposed by bidders and the legal and financial proposals of qualified bidders) and preparing the evaluation reports;
- Update cost estimates in relation to the Projects taking into account the impact of inflation and other factors (on the basis of rates prevailing 28 days prior to bid submission date) during the bid evaluation stage;
- Prepare and deliver presentations on bid evaluation outcomes to the TFEC and other authorities (if needed), for necessary approvals;
- Assist the Procuring Agency in issuance of Letter of award/acceptance to Preferred Bidder;
- Advice on bid related correspondence with bidders during the entire bidding process relating to the Projects.

3.3. Phase III – Transactions Negotiations & Financial Closure: This phase shall include, but not limited to the following:

3.3.1 Transaction Negotiation & Financial Closure

- Support in negotiations and in finalization of the Projects agreements between the Procuring Agency, other stakeholders and the winning bidders/ SPVs;

- Assist the Procuring Agency in execution of Projects agreements with the winning bidders and ensure that all pre-conditions and requirements set forth in bidding documents and applicable legislation are compiled by the winning bidders/ SPVs;
- Coordinate with Procuring Agency in correspondence with various stakeholders and managing various processes with other members throughout the duration of the transaction and facilitate the post-bid process in the award of the Projects;
- Draft and negotiate further project agreements including but not limited to independent engineer agreement, independent auditor agreement, project site license agreement, annuity agreements, shareholding agreement, equity funding & utilization agreement, price escalation agreement, concession direct agreement and escrow agreement;
- Provide legal opinion to the Procuring Agency on any matter relating to the Projects during the Assignment's entire course of the Contract;
- Advise the Procuring Agency on an ongoing basis to ensure compliance with applicable procurement and other laws, rules and regulations throughout the bidding process and on any legal issues which may arise.

3.3.2 Financial Closure

- Review and provide feedback on draft financing term sheet and assess compliance of Concession Agreement and other procurement parameters of the project in the financing term sheet;
- Review and finalize concession direct agreement;
- Review and provide feedback on fulfilment of CPs of the concession agreement and those related to financial close;
- Assist the Government in achieving financial close;

NOTE: 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 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.

4. ASSIGNMENT DELIVERABLES & PAYMENT SCHEDULE

The Consultant shall achieve the Assignment's milestones and deliverables in three phases within a cumulative duration of sixteen (16) months, effective from the contract agreement signing expected in the 3rd week of November 2022. The first phase will begin as soon as possible, and will be completed within six (6) months, followed by the agreement signing. **The Assignment's proposed implementation schedule with indicative deliverables under all the phases is tabulated below:**

Sr. #	Deliverable	Timelines	Payment ⁴⁰
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⁴⁰ Payment schedule is mentioned as a percentage (%) of the total Contract Price

4.1	Phase I – Transaction Preparation (T1 = Effective from the Contract Signing Date)		
4.1.1	Inception Report	T1 + ½ Month	5%
4.1.2	Technical Feasibility Report	T1 + 2 Months	10%
4.1.3	Land Acquisition Report	T1 + 3 Months	5%
4.1.4	Environment & Social Impact Assessment	T1 + 3½ Months	5%
4.1.5	Economic & Financial Viability Assessment Report	T1 + 4 Months	5%
4.1.6	Institutional & Regulatory Assessment Report	T1 + 5 Months	5%
4.1.7	Market Assessment Report	T1 + 5½ Months	5%
4.1.8	PPP Options Analysis, Risk Allocation Matrix & Value for Money Analysis Report	T1 + 6 Months	10%
4.1.9	Projects Preparation & Approval	T1 + 6 Months	10%
4.2	Phase II – Bid Management (T2 = Effective from Project's Preparation & Approval)		
4.2.1	Marketing and Submission of Bidding Packages	T2 + 1 Month	10%
4.2.2	Submission of Bid Evaluation Reports	T2 + 3½ Months	5%
4.2.3	Issuance of Letters for Award of Contracts	T2 + 4 Months	5%
4.3	Phase III – Transaction Negotiation & Financial Closure (T3 = Effective from the Issuance of Letters for Award of Contracts)		
4.3.1	Transaction negotiation and signing of Concession	T3 + 1 Month	10%
4.3.2	Financial Closure	T3 + 6 Months	10%
Total Contract Duration		16 Months	100%

NOTE: The Procuring Agency shall not offer any mobilization advance to the Consultant. The Procuring Agency shall ensure to release the payments within thirty (30) calendar days following the payment schedule mentioned above subject to the satisfactory completion of the respective milestones for both the Projects as verified and recommended by the Procuring Agency's authorized representative(s).

5. ASSIGNMENT RFP INQUIRIES/ CLARIFICATION

Requests for clarification shall always be made in writing at least five (5) calendar days prior to the date of opening of bids and must be addressed or sent via mail or facsimile and e-mail (**both**) mentioned below:

Attention: Project Director, Dual Carriageways from Tando Allahyar to Sujawal via Bulri Shah Kareem, and Hyderabad to Tando Ghulam Ali via via Shaikh Bhirkio, Gulab Leghari, Works & Services Department, Govt. of Sindh.

Address: 3rd Floor, New Sindh Secretariat Building No. 1, Shahrah-e-Kamal Atta Turk, Karachi.

Phone No: +92 21 99212992-99212992 – 99222193 **Fax No.:** +92 21 99212994

E-mail: ppp.fsta@gmail.com

6. RELEVANT INFORMATION

For more information relating to the Bidding Process, **please keep visiting the websites:** <https://wsd.sindh.gov.pk/> and <https://www.pppunitsindh.gov.pk/> .

Section VI – Conditions of Contract and Standard Forms

General Conditions of Contract

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General Conditions of Contract

1. General Provisions

1.1. Definitions

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

- (a) “Applicable Law” means the Sindh Public Procurement Act, thereunder Rules 2010;
- (b) “Procuring Agency” means the implementing department which signs the contract;
- (c) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;
- (d) “Consortium” means Consultants comprised of a group of two or more enterprises formed to submit a Proposal;
- (e) “Contract” means the contract signed by the Parties and all the attached documents listed in its Clause 1, i.e., General Conditions (GC), the Special Conditions (SC), and the Appendices;
- (f) “Contract Price” means the price to be paid for the performance of Services, in accordance with Clause 6;
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (h) “Foreign Currency” means any currency other than the currency of the PA’s country;

- (i) "GC" means these General Conditions of Contract;
- (j) "Government" means the Government of Sindh;
- (k) "Local Currency" means Pak Rupees;
- (l) "Member" means any of the entities that make up the joint venture/ Consortium/ association, and "Members" means all these entities;
- (m) "Party" means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them;
- (n) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof;
- (o) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (p) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References;
- (q) "Sub-Consultants" means any person or entity to whom/ which the Consultant subcontracts any part of the Services;
- (r) "In writing" means communicated in written form with proof of receipt.

1.2. Law Governing Contract

1.2.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

1.3. Language

1.3.1. This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to meaning or interpretation of this Contract.

1.4. Notices

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

- 1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.5. Location**
- 1.5.1. The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.
- 1.6. Authority of Member in Charge**
- 1.6.1. In case the Consultant consists of a joint venture/ Consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the PA.
- 1.7. Authorized Representatives**
- 1.7.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SC.
- 1.8. Taxes and Duties**
- 1.8.1. The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
- 1.9. Fraud and Corruption**
- 1.9.1. If the Procuring Agency determines that the Consultant and/or its Personnel, sub-contractors, sub-Consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Procuring Agency may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/ disqualification as provided in the SPP Rules.
- Any personnel of the Consultant, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.
- 1.9.2. **Integrity Pact** – If the Consultant or any of his Sub-Consultants, agents or servants is found to have

violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-A to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-Consultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-Consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. Commencement, Completion, Modification and Termination of Contract

- | | |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1. Effectiveness of Contract | 2.1.1. This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date. |
| 2.2. Commencement of Services | 2.2.1. The Consultant shall begin carrying out the Services not later than number of days after the Effective Date specified in the SC. |
| 2.3. Expiration of Contract | 2.3.1. Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC. |
| 2.4. Modifications or Variations | 2.4.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |

2.5. Force Majeure

2.5.1. The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2. **No Breach of Contract:** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

2.6. Termination

2.6.1. **By the Procuring Agency:** The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Procuring Agency shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Agency may have subsequently approved in writing;

- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2. **By the Consultant:** The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to PA, such notice to be given after occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract without Consultants fault;
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) If the Procuring Agency fails to comply with any final decision reached as result of arbitration pursuant to Clause GC 8 hereof.

2.6.3. **Payment Upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Procuring Agency shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the Consultant

3.1. General

3.1.1. **Standard of Performance:** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2. Conflict of Interests

3.2.1. The Consultant shall hold the PA's interests paramount without any consideration for future work and strictly avoid conflict with other Assignments or their own corporate interests.

3.2.2. **Consultants not to Benefit from Commissions, Discounts, etc.:** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.3. **Consultant and Affiliates not to be Otherwise Interested in Project:** The Consultant agrees that, during the term of this Contract and after its

termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.4. Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with activities assigned to them under Contract.

3.3. Confidentiality

3.3.1. Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4. Insurance to be Taken Out by the Consultant

3.4.1. 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, as shall be specified in the SC; 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 premiums have been paid.

3.5. Consultant's Actions Requiring PA's Prior Approval

3.5.1. The Consultant shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services;
- (b) appointing such members of the Personnel not listed by name in Appendix C; and
- (c) any other action that may be specified in the SC.

3.6. Reporting Obligations

3.6.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in (Procuring Agency may insert appendix) hereto, in the form, in

the numbers and within the time periods set forth in the said Appendix.

3.6.2. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.7. Documents
Prepared by the
Consultant to be
the Property of
the Procuring
Agency**

3.7.1. All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.

3.7.2. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

**3.8. Accounting,
Inspection and
Auditing**

3.8.1. The Consultant shall keep, and shall cause its Sub-Consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

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 relating to the performance of the Contract 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).

4. Consultant Personnel

**4.1. Description of
Personnel**

4.1.1. The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key

Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.

4.2. Removal and/or Replacement of Personnel

4.2.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

4.2.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.

4.2.3. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the PA

5.1. Assistance and Exemptions

5.1.1. The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2. Change in the Applicable Law Related to Taxes and Duties

5.2.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3. Services and Facilities

5.3.1. The Procuring Agency shall make available free of charge to the Consultant the Services and Facilities listed under the Bid Data Sheet.

6. Payments to the Consultant

- 6.1. Security** 6.1.1. The Consultant has to submit the performance security at the rate mention in SC.
- 6.2. Lump-Sum Contract** 6.2.1. The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.3. Contract Price** 6.3.1. The price payable in Pak Rupees/ foreign currency is set forth in the SC.
- 6.4. Payment for Additional Services** 6.4.1. For purpose of determining remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.
- 6.5. Terms and Conditions of Payment** 6.5.1. Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Procuring Agency shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Procuring Agency specifying the amount due.

7. Good Faith

- 7.1. Good Faith** 7.1.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure realization of objectives of this Contract.

8. Settlement of Disputes

- 8.1. Amicable Settlement** 8.1.1. The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the Assignment. The Parties shall use their best efforts to settle

amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2. Dispute
Resolution**

8.2.1. Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with provisions specified in SC.

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall **supplement and/ or amend the General Conditions of Contract (GCC)**. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1.1(a)	The Applicable Procurement Law is: Sindh Public Procurement Act and Sindh Public Procurement Rules (as prevails at the RFP advertisement time)
GCC 1.1.1(b)	The Procuring Agency's Name is: Works & Services Department, Government of Sindh
GCC 1.2.1.	The Contract shall be construed in accordance with the law of: Islamic Republic of Pakistan.
GCC 1.3.1.	The Language is: English
GCC 1.4.1.	<p>The addresses are:</p> <p>Procuring Agency:</p> <p>Attention: Project Director, Dual Carriageways from Tando Allahyar to Sujawal via Bulri Shah Kareem, and Hyderabad to Tando Ghulam Ali via via Shaikh Bhirkio, Gulab Leghari, Works & Services Department, Govt. of Sindh.</p> <p>Address: 3rd Floor, New Sindh Secretariat Building No. 1, Shahrah-e-Kamal Atta Turk,</p> <p>City: Karachi</p> <p>Phone No: 021 99212992 – 99222193 Fax No.: 021 99212994</p> <p>E-mail: ppp.fsta@gmail.com</p> <p>Consultant:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>Phone No: _____</p> <p>E-mail: _____</p>
GCC 1.5.1.	The services shall be performed at: Karachi and the Projects locations as further specified in the TOR.
GCC 1.6.1.	<p>{The Member in Charge is [insert name of member]}</p> <p><i>Note: If the Consultant consists of a joint venture/ Consortium/ association of more than one entity, the name of the entity whose</i></p>

address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.6 should be deleted from the SC.

GCC 1.7.1. The Authorized Representatives are:

For the PA: _____

For the Consultant: _____

GCC 1.8.1. All the taxes and duties including income, service, stamp duty, and those as applicable on the offered services under this Contract shall be borne by the Consultant. The applicable taxes shall be deemed as part of the Consultant's total quoted bid.

GCC 2.1.1. The date for effectiveness of contract shall start with effect from the date of agreement signing by both the Parties.

GCC 2.1.2. The Consultant shall commence contractual services within ten (10) days or immediately after signing of agreement. Confirmation of the Professional Staff/ Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing (also along with the Proposal) as a written statement signed by each Expert.

GCC 2.3.1. The Contract shall remain effective for sixteen (16) months; however, this stipulated period may be extended at no-cost or without any change in the Contract Price in case of a reasonable delay, acceptable to the Procuring Agency, in the Project's execution subject to the terms and conditions laid down in the RFP.

GCC 2.4.1. Any modification or variation of terms and conditions of this Contract, including any modification or variation of the scope of Services (except the Proposed Concessions), if required, will be made through an addendum to agreement with mutual consent of both the parties.

GCC 3.6.1. Reporting obligations include but is not limited to the following (**refer to the TOR's and GCC 6.5.1. for further details**):

- Inception Report
 - Technical Feasibility Report
 - Land Acquisition Report
 - Environment & Social Impact Assessment Report
 - Institutional & Regulatory Assessment Report
 - Market Assessment Report
 - PPP Options Analysis, Risk Allocation Matrix & Value for Money Analysis Report
 - Projects Preparation & Approval
 - Bid documents package, including concession agreements; and
 - Any other report as part or falling within the Assignment's scope.
-

-
- GCC 6.1.1.** Successful Consultant, upon fourteen (14) days of issuance of the Letter of Award, shall require to submit **performance security** equivalent to **2% of the Contract Price** in shape of **Bank Guarantee** issued by a scheduled bank in Pakistan in favor of '**Secretary Works & Services Department**'. Discharge of the security shall take place within twenty-eight (28) days following satisfactory completion of the PA's performance obligations.
-
- GCC 6.3.1.** The Procuring Agency shall release the payments to the successful Bidder (in case of a Consortium, respective members including a National Company or a foreign firm) in **Pak Rupees** only.
-
- GCC 6.5.1.** The payments shall be made according to deliverables and schedule as specified under the Section V – Terms of Reference of RFP Document.
-
- GCC 8.2.1.** Disputes shall be settled in accordance with the Arbitration Act, 1940.
-

Contract

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

WHEREAS, the Procuring Agency 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 | <p>1.1 The Consultant shall perform the services specified in Section V – Terms of Reference and Scope of Services," which is made an integral part of this Contract (the 'Services').</p> <p>1.2 The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods 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.</p> |
| 2. Term | <p>2.1 The Consultant shall perform the Services during the period commencing <i>[insert start date]</i> and continuing through <i>[insert completion date]</i> or any other period as may be subsequently agreed by the parties in writing.</p> |
| 3. Payment | <p>3.1 Ceiling: For Services rendered pursuant to Section V, the Procuring Agency shall pay the Consultant an amount not to exceed <i>[insert amount]</i>. 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.</p> <p>3.2 Payment Conditions: Payment shall be made in Pak Rupees (PKR), no later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 5.</p> |
| 4. Economic Price Adjustment | <p>4.1 Not applicable</p> |
| 5. Project Administration | <p>5.1 Coordinator: The Procuring Agency designates Mr./Ms. <i>[insert name]</i> as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for</p> |

payment, and for acceptance of the deliverables by the PA.

5.2 **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.

5.3 **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 Procuring Agency 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 Standards

6.1 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 Procuring Agency considers unsatisfactory.

7. Confidentiality

7.1 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 Procuring Agency's business or operations without the prior written consent of the PA.

8. Ownership of Material

8.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Procuring Agency under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software.

9. Consultant Not to be Engaged in Certain Activities

9.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

10. Insurance

10.1 The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipment.

- 11. Assignment** 11.1 The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
- 12. Law Governing Contract and Language** 12.1 The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.
- 13. Dispute Resolution** 13.1 Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940.

FOR THE PROCURING AGENCY

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title _____

Title _____

DRAFT

Appendices

Standard Forms

[Note: Standard Forms provided in this RFP Document for securities are to be issued by an eligible bank mentioned in the Data Sheet. In case, a Bidder chooses to submit bid or performance security using Bank Guarantee, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities].

Form of Bid Security (Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Bidder) with address: _____

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

RFP/ Bid Reference No.: _____

RFP/ Bid Date: _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the RFP/ Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called the '**Procuring Agency**') in the sum stated above, for the payment of which sum well and truly to be made, 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 submitted the accompanying RFP/ Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a bid security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the bid security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, or
 - (c) failure of the successful bidder to
 - (i) furnish the required performance security, in accordance with Sub-Clause ITC-24.2 of Instructions to Consultants, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses ITC-9.1 & 9.2 of Instructions to Consultants,
 the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as

accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a performance security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite performance security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

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

		Guarantor (Bank)
Witness:	1. Signature	_____
1. _____ _____ Corporate Secretary (Seal)	2. Name	_____
	3. Title	_____
2. _____ _____ (Name, Title & Address)		Corporate Guarantor (Seal)

Form of Performance Security

(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry Date _____

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Consultant) with address: _____

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 Document 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 Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, 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 Procuring Agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Assignment).

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 Procuring Agency, 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 and 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 Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up

to the amount stated above, against the Procuring Agency'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 Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency 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 Procuring Agency 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.

Guarantor (Bank)

Witness:
1. _____

Corporate Secretary (Seal)

1. Signature _____
2. Name _____
3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

Appendix A – Integrity Pact

Declaration of Fees, Commission and Brokerage etc. Payable by the Consultant

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

Dated _____

..... *[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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, *[name of Consultant]* 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 object of obtaining or inducing procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, 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 GoS and has not taken any action or will not take any action to circumvent 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 as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at option of GoS.

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

Name of the Procuring Agency: _____ Name of the Consultant: _____
 Signature: _____ Signature: _____

[Seal]

[Seal]

Appendix B – Affidavit (non-blacklisting)

[On stamp paper of PKR 200]

[Location, Date]

To: *[Name and address of PA]*

Re: Feasibility study and transaction advisory services for the development of Dual Carriageway Projects from Tando Muhammad Khan to Sujawal, and Hyderabad to Tando Ghulam Ali under public-private partnership mode.

Dear Sir:

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

- (a) is not in bankruptcy or liquidation proceedings;
- (b) has not been convicted of, fraud, corruption, collusion or money laundering during the last five (5) years;
- (c) is not aware of any Conflict of Interest or potential Conflict of Interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Consultancy Contract; and
- (d) is not blacklisted by any Federal or Provincial governmental or non-governmental department/ agency in Pakistan, or any other provincial government/ governments of any foreign countries or their governmental bodies and /or International Organizations, as at the submission deadline; and
- (e) does not fall within any of the circumstances for ineligibility listed in Instructions to Consultants Clauses-18.1, 13.1, 6.1, and 2.2 (Eligibility Criteria – Bid Data Sheet) of the RFP Document;

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Appendix C – Power of Attorney⁴¹

[On stamp paper of PKR 200]

[Location, Date]

Know all men by these presents, we, _____ **[insert name and address of the registered office of the firm]** do hereby constitute, appoint and authorize Mr./ Ms. _____ **[insert name and father name]** who is presently employed with **[us or the Lead Member of our Consortium]** and holding the position of _____ as our Attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to our Bid for providing consultancy services in relation to the *feasibility study and transaction advisory services for the development of Dual Carriageway Projects from Tando Muhammad Khan to Sujawal, and Hyderabad to Tando Ghulam Ali under public-private partnership mode* (the '**Assignment**'), including signing, authenticating and submission of application/ Proposals (Technical and Financial) and affidavits, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all its dealings with the Works & Services Department, any other Government entity or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant Projects documents.

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

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

Authorized Signature [In full and initials]: _____
 Name and Title of Signatory: _____
 Name of Firm: _____
 Address: _____

Signature of the Attorney: _____
 Name and Title of Signatory: _____
 Address of the Attorney: _____

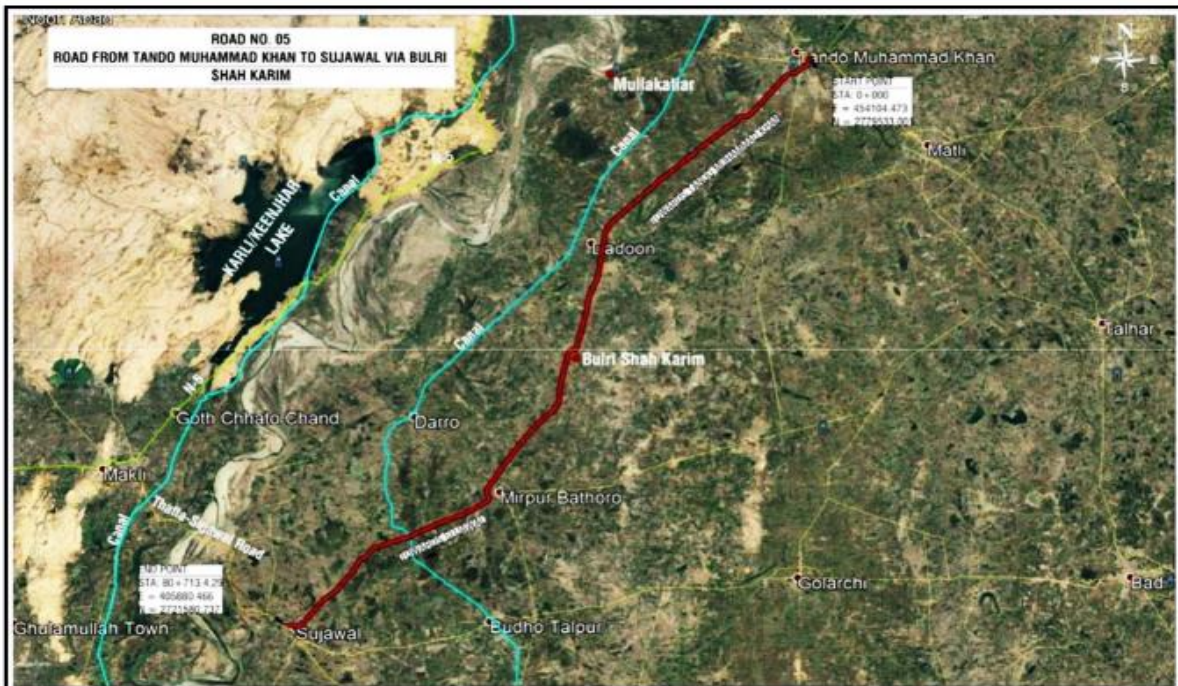
Witnesses:

Signature: _____
 Name: _____
 CNIC No.: _____

Signature: _____
 Name: _____
 CNIC No.: _____

⁴¹ In case of a Consortium, a separate power of attorney (on this format) to be provided/ executed by each member of the Consortium (including the Lead Member) in favor of a representative and attorney of the Lead Member of the Consortium. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. For a power of attorney executed and issued overseas, the same will also have to be legalized by the Pakistan Embassy and notarized in the jurisdiction where the power of attorney is being issued.

Appendix D – Location Map



Appendix E – Documents Checklist

The prospective Bidder (individual firm or consortium) shall provide the checklist containing information of the required documents accompanied with the Technical proposal that must be appropriately filled, signed and stamped by the Bidder's authorized representative. **While submitting the bid, the Technical proposals need to follow the instructions as recommended below:**

- the Bidder (in case of a Consortium, each member) must consult the RFP Document for checking the documents' requirement against each criterion and sub-criterion;
- the documents are placed in order as listed below (and those as deemed necessary for qualifying the eligibility and technical evaluation criteria);
- the documents contain substantial evidence (work orders, contracts with a clear scope, and completion certificates or any other substantial evidence) against the claimed projects' experience and its milestones achieved;
- the documents are printed using paper's double sides, where possible;
- the documents are indexed with page numbers as mentioned below;
- the documents (Technical Proposal) do not disclose any information relating to the financial bid;
- the documents are submitted, preferably using two-holes file folders/ pockets.

Bidder's Name: _____
RFP Ref. No.: PD/DCP/WS/PROC/FSTA/2022-23/01
Procuring Agency: Works & Services Department, Government of Sindh
Assignment Title: Feasibility study and transaction advisory services for the development of Dual Carriageway Projects from Tando Muhammad Khan to Sujawal, and Hyderabad to Tando Ghulam Ali under public-private partnership mode
Submission Date: ___ / ___ / 2022 **Time:** ___:___
Technical Proposal: ___ Pages

Sr.	Document Title with Description	Check	Page No.
General Requirements			
1.	Technical and Financial proposals are in a separate and sealed envelopes	<input type="checkbox"/>	N/A
2.	Alternative bids or proposals are not submitted	<input type="checkbox"/>	N/A
3.	All pages of original Proposal initialed by authorized representative of Consultants	<input type="checkbox"/>	N/A

4.	Checklist has been properly filled and indexed as per instruction provided above	<input type="checkbox"/>	N/A
Technical Proposal Requirements			
5.	Form Tech 1: Technical Proposal Submission Form	<input type="checkbox"/>	
6.	Form Tech 2: Consultant's Organization and Experience	<input type="checkbox"/>	
6.1 General Experience (infrastructure development projects)			
	6.1.1 Master planning and designing of infrastructure development projects	<input type="checkbox"/>	
	6.1.2 Feasibility study for infrastructure development projects	<input type="checkbox"/>	
	6.1.3 Environmental impact assessment studies for infrastructure development projects	<input type="checkbox"/>	
	6.1.4 Bidding package for infrastructure development or turnkey or EPC projects	<input type="checkbox"/>	
	6.1.5 Financial model and project structuring for infrastructure development or turnkey or EPC projects	<input type="checkbox"/>	
6.2 Relevant Experience (urban development projects)			
	6.2.1 Detailed engineering design and due diligence for construction of roads (including bridges)	<input type="checkbox"/>	
	6.2.2 Feasibility study for construction of roads (including bridges)	<input type="checkbox"/>	
	6.2.3 Environmental impact assessment studies for construction of roads	<input type="checkbox"/>	
	6.2.4 Bidding package for infrastructure development projects under PPP mode	<input type="checkbox"/>	
	6.2.5 Financial model and project structuring for infrastructure development projects under PPP mode	<input type="checkbox"/>	
7.	Form Tech 3: Comments and Suggestions on the TOR and Resources	<input type="checkbox"/>	
8.	Form Tech 4: Description of Approach, Methodology and Work Plan	<input type="checkbox"/>	
9.	Form Tech 5: Team Composition and Task Assignments	<input type="checkbox"/>	
10.	Form Tech 6: Curriculum Vitae of Proposed Professional Staff	<input type="checkbox"/>	
10.1 Financial Team			
	10.1.1 Financial Team Leader	<input type="checkbox"/>	
	10.1.2 Project Finance Expert	<input type="checkbox"/>	
10.2 Technical Team			
	10.2.1 Technical Team Leader/ Senior Engineer	<input type="checkbox"/>	
	10.2.2 Highway Engineer	<input type="checkbox"/>	
	10.2.3 Structural Design Engineer	<input type="checkbox"/>	
	10.2.4 Hydrology & Drainage Engineer	<input type="checkbox"/>	
	10.2.5 Geotechnical Engineer	<input type="checkbox"/>	
	10.2.6 Traffic Engineer/ Economist	<input type="checkbox"/>	
	10.2.7 Quantity Surveyor	<input type="checkbox"/>	

	10.2.8 Chief Surveyor	<input type="checkbox"/>	
	10.2.9 Material Engineer	<input type="checkbox"/>	
	10.2.10 Environment Expert	<input type="checkbox"/>	
	10.2.11 Social Safeguard Expert	<input type="checkbox"/>	
	10.3 Legal Team		
	10.3.1 Legal Team Leader	<input type="checkbox"/>	
	10.3.2 Legal Expert	<input type="checkbox"/>	
11.	Form Tech 7: Staffing Schedule	<input type="checkbox"/>	
12.	Form Tech 8: Work Schedule	<input type="checkbox"/>	
13.	Appendix C- Power of Attorney – on stamp paper of required value	<input type="checkbox"/>	
14.	Appendix B – Affidavit (non-blacklisting) – on stamp paper of required value	<input type="checkbox"/>	
15.	Appendix A - Integrity Pact	<input type="checkbox"/>	
16.	Consortium Agreement (in case of a Consortium only)	<input type="checkbox"/>	
17.	Constituent Documents (Memorandum & Articles of Association or equivalent)	<input type="checkbox"/>	
18.	Registration Documents (NTN, SRB, PEC, PCTAP, as applicable)	<input type="checkbox"/>	
19.	Company Profile(s)	<input type="checkbox"/>	
20.	Audit Reports (Balance Sheets, Income and Cash Flow Statements)	<input type="checkbox"/>	
21.	Income Tax Returns	<input type="checkbox"/>	
22.	Qualification Track Record (Contracts with Completion Certificates or any other substantial evidence)	<input type="checkbox"/>	
23.	Bid Security Financial Instrument (without showing or disclosing the amount on it)	<input type="checkbox"/>	
24.	Historical Contracts Non-Performing Details	<input type="checkbox"/>	
25.	Litigation History	<input type="checkbox"/>	
	Financial Proposal		
26.	Form FIN 1: Financial Proposal Submission Form	<input type="checkbox"/>	N/A
27.	Form FIN 2: Summary of Costs inclusive of all the applicable taxes	<input type="checkbox"/>	N/A
28.	Bid Security (2%) of the Quoted Bid Price	<input type="checkbox"/>	N/A
29.	Bid Security covers minimum time, i.e. valid up to 28 days beyond bid validity period	<input type="checkbox"/>	N/A
30.	Manner of payment of Bid Security is as per the terms and conditions of the RFP	<input type="checkbox"/>	N/A

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____ **Stamp:** _____