



**STAGE ONE REQUEST FOR PROPOSALS (RFP)
KHAIRPUR WHOLESALE DATES MARKET
VOLUME I: INSTRUCTIONS TO STAGE ONE PARTICIPANTS**



**Agriculture, Supply & Prices
Department, Government of Sindh**



**Public Private Partnership Unit
Finance Department
Government of Sindh**

Stage I

APRIL 2018



REFERENCE: KHAIRPUR WHOLESALE DATES MARKET

Dear Stage One Participant,

The Agriculture, Supply & Prices Department, Government of Sindh, assisted by the Public Private Partnership Unit of the Finance Department, the Government of Sindh hereby invites Technical Bids for solicitation of Prospective Bidders for developing, designing, building, marketing, engineering, financing, procuring, constructing, owning, operating, maintaining and transferring a dates and other horticultural and agricultural produce wholesale market in District Khairpur, Sindh under the public private partnership mode (“Project”)

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this Stage One Request for Proposals/Stage One RFP.

Khairpur, with an annual date production of around 250,000 metric tons, is the single largest date producing district in Pakistan. In addition to the local production, dates produced in other major production centres of the country like Turbat and Panjgoor in Baluchistan and Dhakki in Khyber Pakhtunkhwa are also brought to Khairpur and adjoining Sukkur for wholesaling purposes. Such large volumes warrant efficient infrastructure to cater to the trading and other logistical needs of producers and traders.

Wholesale market is the most important link in the supply chain of any agricultural produce. However, poor logistics and infrastructure facilities in Khairpur with respect to wholesaling of dates have seriously restricted the development of this extremely high potential crop. The existing date wholesale market of Khairpur is incapable of supporting the large trade volumes taking place during the peak season as the current physical structure has serious flaws in its design, size and location. There are multiple regulatory as well as operational limitations that restrict upgrading the existing structure of the market. Many other horticulture products such as banana, mango, guava and host of fresh vegetables also grow in the region. Like dates none of the other horticulture products produced in the area have any decent wholesaling facility.

In the above background, Agriculture Supply & Prices Department, Government of Sindh (the “Procuring Agency”) is desirous of encouraging the establishment, in a new location, of a horticulture wholesale market catering for large scale buying and selling transactions involving primarily dates, and also catering for wholesale dealing in a number of other horticulture products. The Procuring Agency also wishes to ensure that the new facility is developed and operated on international standards and should be able not only to overcome the existing pitfalls, but should also become a strong turning point in strengthening the entire supply chain of date crop which should ideally also lead to quality investors entering the business of date processing and exports. At the outset, the Procuring Agency shall select the Private Partner following the Two Stage Bidding Process as set out in the Sindh Public Procurement Rules 2010 (as amended from time to time) (“SPP Rules”) and the selection process shall be in accordance with the SPP Rules and the mechanism set out herein in this RFP.

Two Stage Bidding Process:

In accordance with SPPRA Rule 46 (3) a Two Stage Bidding Process will be followed. Stage One Participants are invited to submit a technical proposal without a price in response to this Stage One RFP, such technical proposal shall be subject to commercial clarifications and adjustments (the **Stage One Technical Proposal**). This Stage One Technical Proposal shall be reviewed in accordance with



the specified evaluation criteria as set out in this Stage One RFP and shall be discussed with the Stage One Participants regarding technical and commercial clarifications and adjustments that may be required.

The GoS withholds the right to revise, delete, modify or add any aspect of technical requirements or evaluation criteria that is not inconsistent with the Applicable Laws. Any Stage One Participant that is not willing to conform their respective proposals to the GoS's technical requirements may be allowed to withdraw from the Competitive Selection Process without the imposition of any penalty. It is further clarified that **no** Stage One Participant shall be disqualified from the bidding procedure at Stage One on the basis of their Stage One Technical Proposal, provided however that a Stage One Participant shall be disqualified in case it does not meet Basic Eligibility Criteria.

After such discussions and upon conclusion of Stage One, the GoS shall issue the Stage Two RFP. Bidders will be allowed to submit their revised Technical Proposals (if required), that conform with the revised technical standards (if any) informed by the GoS along with their Financial Proposals (the **Stage Two Financial and Technical Proposal**). These Stage Two Technical and Financial Proposals shall be evaluated against the criteria set out through the Stage Two RFP. The financial proposals of only those Bidders whose technical proposals submitted under the Stage Two RFP are found to be conforming with the criteria set out in the Stage Two RFP shall be opened and evaluated. The Preferred Bidder shall be selected on the basis of present value of highest revenue share.

The Project (including the ownership of the Project related assets) shall be handed over to the cooperative society nominated by the Procuring Agency at the end of the Concession Period.

The key tentative dates (as may be extended by GoS in its discretion) in this stage of the selection process are as follows:

STAGE ONE	
Issuance of the Stage One RFP	13 April, 2018
Submission of written comments on the Stage One RFP	25 April, 2018
Pre-Bid Conference (for Stage One)	30 April, 2018
Response of Comments on the Stage One RFP	4 th May, 2018
Submission of the Stage One Technical Proposal (the Stage One Proposal Deadline)	24 th May, 2018
Discussions with Stage One Participants pertaining to Technical Specifications and commercial aspects of their submitted Stage One Technical Proposal.	28 th May, 2018
STAGE TWO	
Issuance of the Stage Two RFP (the Issuance Date)	5 June, 2018



Pre-Bid Conference (for Stage Two)	Issuance Date + 7 days
Submission of Stage Two Technical and Financial Proposals and opening of Stage Two Technical Proposal only (the Stage Two Technical and Financial Proposal Deadline Date)	Issuance Date + 21 days
Evaluation of Stage Two Technical Proposals and opening of Stage Two Financial Proposal	Stage Two Technical and Financial Proposal Deadline Date + 7 days
Evaluation of Stage Two Financial Proposal	Stage Two Technical and Financial Proposal Deadline Date + 14 days
Announcing the Preferred Bidder	Stage Two Technical and Financial Proposal Deadline Date + 24 days
Concession Agreement signing (the Signing Date)	Stage Two Technical and Financial Proposal Deadline Date + 50 Days
Financial Close	Within 180 Days of Signing Date
Concession Period	
Anticipated start of design, planning and surveys	10 days from Signing Date
Anticipated end of design, planning and surveys	120 days from Signing Date
Anticipated start of construction (the Commencement Date)	180 Days from Signing Date
Anticipated end of construction (the Substantial Completion Date)	24 months from the Construction Start Date
Anticipated expiry of Concession Agreement & handover of facilities	10 years from the Substantial Completion Date

Each Stage One Participant shall submit only the Stage One Technical Proposal including one (01) original and two (2) hard copies, with one soft copy (on USB) – and shall submit other supporting documents and forms, as identified in this Stage One RFP, no later than the Stage One Proposal Deadline as per the guidelines given in the Data Sheet.

We would like to thank the Stage One Participants for their interest in this important Project.

**VOLUME I: STAGE ONE REQUEST FOR PROPOSAL
KHAIRPUR WHOLESALE DATES MARKET**



All Stage One Technical Proposals must be submitted, as per the instructions provided in this Stage One RFP, to:

ATTENTION : MR. RIAZ AHMED DAYO,
PROJECT MANAGER, KHAIRPUR WHOLESALE DATES MARKET PROJECT

ADDRESS : Secretary, Agriculture Supply & Prices Department,
Ground Floor, Tughlaq House, Kamal-ata-turk Road,
Sind Secretariat, Karachi

TELEPHONE : 0092-21-9921 2050

Sincerely,
Secretary,
Agriculture, Supply & prices department,
government of sindh



IMPORTANT NOTICE / DISCLAIMER

This Stage One RFP and the attached documents are provided to the recipient solely for use in preparing and submitting its Stage One Technical Proposal for participation in the competitive bidding process to design, build, finance, operate, maintain and transfer the Project which is described as follows:

This Stage One RFP is being issued by the Agriculture, Supply & Prices Department, Government of Sindh, in association with PPP Unit, Finance Department, Government of Sindh, solely for use by Stage One Participants in considering the Project.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary set out in Volume 1 of this Stage One Request for Proposals/Stage One RFP and, in case not defined in the Glossary, the Volume 2 (Stage One Draft Concession Agreement) attached as Volume 2 to this Stage One RFP.

The Stage One Technical Proposals will be reviewed in accordance with the Applicable Laws. None of the Government of Sindh, its entities and its relevant stakeholders in the Project (including, *inter alia*, the Agriculture, Supply & Prices Department, Government of Sindh, the PPP Unit, Finance Department, Government of Sindh and the TFEC) nor, in each case, their employees, personnel, agents, consultants, advisors, legal advisors and contractors etc., make any representation (expressed or implied) as to the accuracy or completeness of the information contained herein, or in any other document made available to any person in connection with the tender process for the Project and the same shall have no liability for this Stage One RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither these entities nor their employees, personnel, agents, consultants, advisors, legal advisors and contractors etc., will be liable in any manner whatsoever to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this Stage One RFP or otherwise in connection with the Project. Any Stage One Technical Proposal submitted in response to this Stage One RFP by any of the Stage One Participants shall be upon the full understanding and agreement of any and all terms of this Stage One RFP and such submission shall be deemed as an acceptance to all the terms and conditions stated in this Stage One RFP.

Any Stage One Technical Proposal / response / submission in relation to this Stage One RFP by a Stage One Participant shall be construed based on the understanding that the Stage One Participant acknowledges that prior to the submission of the Stage One Technical Proposal in response to this Stage One RFP, the Stage One Participant has, after a complete and careful examination, made an independent evaluation of this Stage One RFP including, without any limitation, the scope of the Project, the Project Requirements, the Applicable Standards, Applicable Laws, the Project Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, traffic volumes, the Draft Concession Agreement and all information provided by the GoS or obtained, procured or gathered otherwise, and has determined to its complete satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations under the requirements of the Stage One RFP and the Draft Concession Agreement. The GoS (including its employees, personnel, agents, consultants, advisors and contractors etc.) makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Stage One Participant shall have no claim whatsoever of any nature against the GoS in this regard.

This Stage One RFP does not constitute a solicitation to invest, or otherwise participate, in the Project, neither shall it constitute a guarantee on the part of the GoS that a Concession will be awarded.



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GLOSSARY

Unless expressly specified otherwise, all capitalized terms used in this Volume 1 of Stage One RFP shall bear the meaning ascribed thereto in this Glossary and, in case not defined below, such terms shall bear the meaning ascribed thereto in Volume 2 (Stage One Draft Concession Agreement) attached to this Stage One RFP.

TERM	MEANING
Activities	All activities of the Private Partner (Concessionaire) and/or any of its representatives, agents, employees, affiliates, suppliers, contractors, or sub-contractors in the course of performing the Private Partner's obligations under the Concession Agreement.
Anticipated Expiry Date	The date on which the Concession and all rights, titles, interests and benefits related thereto will expire, the same being the date falling on the 10 th yearly anniversary of the Substantial Completion Date.
Applicable Laws	Any laws, promulgated or brought into force and effect by the GoP, the Authority or any local government having jurisdiction over the Project, as well as rules, regulations, orders and notifications made pursuant to such laws, as well as, <i>inter alia</i> , judgments, decrees, injunctions, writs and orders of any Pakistan court, as may be applicable
Bid(s)	Any and all proposals and bids submitted by the Bidders as a response to the Stage Two RFP, that are prepared and submitted in accordance with the Stage Two RFP and are in compliance of the same.
Bid Validity Period	The period of one hundred and twenty (120) days starting from the Stage Two Technical and Financial Proposal Deadline.
Bidder	A Stage One Participant that submits a Stage Two Technical and Financial Proposal in response to the Stage Two RFP in accordance with the PPP Act and SPPRA Rules.
Bidder's Collaborator	The Bidder, a Member or Participant of the Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, contractors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, the Lenders and the Bidder's Key Individuals.
Change in Ownership And/Or Control	Has the meaning ascribed thereto in the Draft Concession Agreement.



TERM	MEANING
Claims	Claims, legal action, lawsuits, grounds for action, debts, royalties, accounts, bonds, guarantees, actions for contribution, indemnity, commitments, contracts, losses (including indirect losses), damages, costs, grievances, enforcement, rulings, obligations, debts (including those related to or stemming from a lost opportunity), demands, and rights of any nature whatsoever, whether actual, pending, potential, or possible, legal, express or implicit, present or future, and known or unknown.
Class A Shares	Has the meaning ascribed thereto in the Draft Concession Agreement.
Commencement Date	Has the meaning ascribed thereto in the Draft Concession Agreement.
Commercial Ancillary Project Facilities	The bank, medical centre, post office, internet facility centre, retail shops for dates and vegetables & fruits, restaurant, hotel and cold storage for the dates and fruits & vegetables to be built, operated and maintained at the Project Site by the Concessionaire itself or through separate contractors or operators engaged by the Concessionaire.
Commitment Form	The commitment form, in form and substance as attached to this Stage One RFP as ANNEXURE F.
Compliant Proposal	<p>Any Stage Two Technical and Financial Proposal that:</p> <ul style="list-style-type: none"> (i) meets the eligibility requirements specified in the Stage Two RFP; (ii) in the reasonable opinion of the TFEC, meets or surpasses all of the mandatory requirements for a Stage Two Technical and Financial Proposal specified in the Stage Two RFP; (iii) meets the requirements of the Stage Two RFP sufficiently and in such a manner that the Stage Two Technical and Financial Proposal would be considered to be complete, competitive, and submitted in good faith by a Bidder who intends to fulfil all the requirements of the Stage Two RFP; (iv) in the reasonable opinion of the TFEC, is sufficiently detailed and complete such that, if the TFEC decides that the Stage Two Technical and Financial Proposal is compliant, the Financial Close, based on that Stage Two Technical and Financial Proposal, could occur within the timeframe specified in the Stage Two RFP; and (v) meets all criteria and requirements stipulated in the Stage Two RFP.



TERM	MEANING
Concession	Has the meaning ascribed thereto in the Draft Concession Agreement.
Concession Agreement	The agreement entitled “Concession Agreement” to be entered into between the GoS and the Concessionaire that sets forth the detailed terms and conditions for the grant of the Concession to the Concessionaire and contains, among other things, the Technical Specifications for the design, construction, operations, maintenance and transfer components of the Project; the scope of the services to be provided by the Concessionaire and its obligations; the end of term requirements and other commercial terms.
Concession Period	Has the meaning ascribed thereto in the Draft Concession Agreement.
Concessionaire	The SPV to be established and incorporated under the Applicable Laws for the purposes of the Project by the enterprise or the Consortium that, further to this Stage One RFP and the Stage Two RFP and the final selection process, is declared the Preferred Bidder and is issued the LOI/LOA. The Concessionaire shall be the entity that will enter into the Concession Agreement with the GoS.
Draft Concession Agreement	Means the Stage One Draft Concession Agreement, in respect of Stage One RFP and, the Stage Two Draft Concession Agreement, in case of Stage Two RFP (as applicable).
Conflict of Interest	Has the meaning ascribed thereto in Section 1.13 (<i>Conflict</i>).
Consortium	A Stage One Participant/Bidder comprised of a group of two or more enterprises formed to submit a Stage One Technical Proposal, and/or, following the Stage 2 RFP, the Stage Two Technical and Financial Proposal to carry out the Concession.
Consortium Power of Attorney	The power of attorney, to be signed by all the members of the Consortium appointing the Lead Member of the Consortium as the authorized representative of the Consortium, in the form attached as ANNEXURE E to Volume 1 of this Stage One RFP.
Construction Performance Security	Has the meaning ascribed thereto in the Draft Concession Agreement.
Consultation and Selection Process /	A two stage bidding process that includes, <i>inter alia</i> , this Stage One RFP; consultation with Stage One Participants; attendance at Pre-Bid Conferences; issuance of the Stage One Draft Concession Agreement; receipt and consideration



TERM	MEANING
Competitive Selection Process	of comments from Stage One Participants and information provided in response to a request from the GoS; evaluation of the proposals submitted in response to this Stage One RFP; issuance of Stage Two RFP to the Bidders, issuance of the Stage Two Draft Concession Agreement, evaluation of the proposals submitted in response to the Stage Two RFP; the selection of a Preferred Bidder; preparation, negotiation, acceptance, or rejection of any proposal; amendment, cancellation, interruption, or termination of the Stage One RFP and the Stage Two; and execution of the Draft Concession Agreement.
Contractor	The engineering, construction, supply contractor engaged by the Private Partner/ Concessionaire for the construction of the Project.
Data Sheet	Has the meaning ascribed thereto in Section 2 .
DFBOT	Design, finance, build, operate, maintain and transfer
Defect Liability Period	The period commencing on the Substantial Completion Date and expiring on the date falling twenty-four (24) months following the Substantial Completion Date.
Stage One Draft Concession Agreement	Volume 2 of this Stage One RFP, titled as the “STAGE ONE DRAFT CONCESSION AGREEMENT.”
Stage Two Draft Concession Agreement	Volume 2 of the Stage Two RFP, titled as the “STAGE TWO DRAFT CONCESSION AGREEMENT.”
Equity	An interest representing a right of ownership in the company incorporated to undertake the Project. This includes amounts invested upon the incorporation of or subsequently during the life of the Concession. Refer to the detailed definition in the Draft Concession Agreement.
EPC Contract	Has the meaning ascribed thereto in the Draft Concession Agreement.
Stage One Proposal Deadline	The deadline for submission of the Stage One Technical Proposal as mentioned in the Data Sheet.
	The technical proposal to be submitted by the Stage One Participant in response to this Stage One RFP.



TERM	MEANING
Stage One Technical Proposal	
Final Project Construction Completion Certificate	Has the meaning ascribed thereto in the Draft Concession Agreement.
Financial Close	Has the meaning ascribed thereto in the Draft Concession Agreement.
Financial Model	The financial model submitted by the Bidder as part of its Stage Two Technical and Financial Proposal that meets the requirements of ANNEXURE C (<i>Main Components of the Financing Plan and the Financial Model</i>), of the Stage Two RFP.
Financial Proposal	The financial proposal to be submitted by the Bidder with its Stage Two Technical and Financial Proposal.
Financing Instruments	Any contract that creates a financial liability or equity instrument.
Government of Sindh / GoS	Agriculture, Supply & Prices Department, Government of Sindh.
GoS's Representative	Mr. Riaz Ahmed Dayo, Agriculture, Supply & Prices Department, Government of Sindh
GoS Transaction Advisor	The transaction advisor(s) engaged and retained by the GoS in respect of the Project.
Independent Auditor	Has the meaning ascribed thereto in the Draft Concession Agreement.
Independent Engineer	Has the meaning ascribed thereto in the Draft Concession Agreement.



TERM	MEANING
Initial Financing	<p>The financing (equity and debt) proposed to be put into place by the Private Partner at the time of the Financial Close, which is sufficient for at least:</p> <ul style="list-style-type: none"> • carrying out all of the design and construction works relating to the Project; and • achieving the Substantial Completion Date, <p>in each case, in accordance with the terms and conditions set forth in the Draft Concession Agreement.</p>
Insurance(s)	<p>Has the meaning ascribed thereto in the Draft Concession Agreement.</p>
Integrity Pact	<p>The instrument entitled ‘Integrity Pact’ as attached to this Stage One RFP as ANNEXURE I, duly signed by the GoS and the Stage One Participant.</p>
Joint Bidding Agreement	<p>An agreement between the members of the Consortium, conveying, <i>inter alia</i>, the intent to form a joint venture SPV with shareholding / ownership equity commitment(s), in terms of Section 3.1.1 (b) of this Stage One RFP.</p>
Key Individual	<p>An individual who holds one of the following positions for a Bidder:</p> <ul style="list-style-type: none"> • Construction Manager; • Project Manager; • Planning Engineer; • Site Engineer; • Material Engineer; • Site Surveyor; • Surveyor and Lab Technician • Geologists • Finance Specialist
Lead Member	<p>Any member of the Consortium that leads the Consortium throughout the Project and liaises between the GoS and the Consortium, as appointed pursuant to the Consortium Power of Attorney and the Joint Bidding Agreement.</p>
Lenders	<p>Some or all of the individuals or legal persons who are participating or committed to participating in financing the Private Partner’s Activities, whether in the form of loans or other financing instruments. These shall include:</p> <ul style="list-style-type: none"> • a bank or bank syndicate;



TERM	MEANING
	<ul style="list-style-type: none"> investors who purchase or agree to purchase debt securities with their own funds or funds under management.
Letter of Intent (LOI) / Letter of Award	Has the meaning ascribed to it in Section 1.6.7.
Loan	A contract for valuable consideration, under which the Private Partner obtains funds from a financier/ lender or permission to use movable assets loaned or temporarily provided by the latter. This includes all borrowings, whether in the form of a bank loan, bonds, Islamic financing etc.
Member	An enterprise that is part of a Stage One Participant on an exclusive basis and that will invest equity in the Private Partner.
Non-Disclosure Agreement	An agreement to be executed by the Stage One Participant/ Lead Member of the Consortium, in form as attached as ANNEXURE H of this Stage One RFP.
O&M	The operations and maintenance of the Project in accordance with the Applicable Standards.
PPP	Public Private Partnership.
PPP Act	The Sindh Public Private Partnership Act 2010 (as amended from time to time).
PPP Unit	The Public Private Partnership Unit of the Finance Department of the GoS.
Pre-Bid Conferences	The conferences relating to the queries raised and clarifications sought by the prospective Stage One Participants/Bidders that are to be held on the dates set out in the Project Schedule set out in Section 1.17 below.
Preferred Bidder	The Bidder that will be declared successful by the TFEC and be selected by the GoS pursuant to the two stage Competitive Selection Process and in accordance with the terms of the Stage Two RFP to enter into the Concession Agreement and set up the Project.
Preferred Bidder's Collaborator	The Preferred Bidder, a Member or Participant of the Preferred Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, sub-



TERM	MEANING
	contractors, consultants, advisors, representatives, agents, successors, and respective assigns, the Lenders and the Preferred Bidder's Key Individuals.
Private Partner	<p>Means:</p> <ul style="list-style-type: none"> • the enterprise or the Consortium that, further to this Stage One RFP and the Stage Two RFP and the final selection process, is declared the Preferred Bidder and issued the LOI for, <i>inter alia</i>, establishment of the Concessionaire for the purposes of entering into the Concession Agreement with the GoS; and • the Concessionaire.
Project	Has the meaning ascribed thereto in the Draft Concession Agreement.
Project Milestone	Has the meaning ascribed thereto in the Draft Concession Agreement.
Project Site	The site on which the Project will be located, as indicated in the Terms of Reference section of this RFP.
Project Requirements	Has the meaning ascribed thereto in the Draft Concession Agreement.
Stage One	The first stage of the two stage bidding process that includes <i>inter alia</i> , this Stage One RFP; consultation with Stage One Participants; attendance at Pre-Bid Conferences; issuance of the Stage One Draft Concession Agreement; receipt and consideration of comments from Stage One Participants and information provided in response to a request from the GoS; evaluation of the proposals submitted in response to this Stage One RFP.
Stage Two	The second stage of the two stage bidding process that includes, <i>inter alia</i> , issuance of Stage Two RFP to the Bidders, issuance of the Stage Two Draft Concession Agreement, evaluation of the proposals submitted in response to the Stage Two RFP; the selection of a Preferred Bidder; preparation, negotiation, acceptance, or rejection of any proposal; amendment, cancellation, interruption, or termination of the Stage One RFP and the Stage Two; and execution of the Draft Concession Agreement.
Stage Two Proposal Deadline	The deadline for the Bidders to submit their Stage Two Technical and Financial Proposals, in accordance with the terms of the Stage Two RFP, or any other date specified by the GoS by way of addenda.
Stage One RFP / Stage One Request for Proposals	This Request for Proposals and all volumes, appendices, and addenda thereto, including:



TERM	MEANING
	<ul style="list-style-type: none"> • Volume1 – Instructions to Stage One Participants • Volume 2 – Stage One Draft Concession Agreement
Stage Two RFP / Stage Two Request for Proposals	<p>The Request for Proposals to be issued at Stage Two and all volumes, appendices, and addenda thereto, including:</p> <ul style="list-style-type: none"> • Volume1 – Instructions to Bidders • Volume 2 – Stage Two Draft Concession Agreement
Stage One Proposal Deadline	<p>Has the meaning ascribed thereto in the Data Sheet (Section-2)</p>
Security Deposit / Bid Security	<p>The security deposit that a Bidder must provide, in the form of a bank guarantee/ pay order issued by a scheduled commercial bank operating in Pakistan acceptable to the GoS (with a minimum rating of ‘A’ by JCR VIS or an equivalent rating by PACRA), in form and substance as attached hereto as ANNEXURE D and in the amounts and conditions specified in the Stage Two RFP.</p>
Scheduled Substantial Completion Date	<p>The date on which Substantial Completion is required to be achieved, the same being a date not later than thirty-six (24) months following the Commencement Date.</p>
SPPRA Rules	<p>The Sindh Public Procurement Rules, 2010 (as amended from time to time).</p>
SPV	<p>Has the meaning ascribed to the term in Section 1.6.7.</p>
Substantial Completion	<p>Has the meaning ascribed to the term in the Draft Concession Agreement.</p>
Substantial Completion Certificate	<p>Has the meaning ascribed to the term in the Draft Concession Agreement.</p>
Substantial Completion Date	<p>Has the meaning ascribed to the term in the Draft Concession Agreement.</p>
Technical Specifications	<p>All of the features and requirements relating to the Project, as specified in the Draft Concession Agreement and the Stage One RFP and Stage Two RFP.</p>



TERM	MEANING
TOR	Has the meaning ascribed thereto in Section 1.1.6.
Project Construction Completion Date	The date on which the Final Project Construction Completion Certificate is issued by the Independent Engineer in accordance with the Concession Agreement.
Stage Participant	One An enterprise or consortium that submits a Stage One Technical Proposal in response to the Stage One RFP in accordance with the PPP Act and Sindh Public Procurement Rules.
Stage Technical Proposal	One The proposal submitted by the Stage One Participant in response to the Stage One RFP.
Stage Technical and Financial Proposal	Two The proposal which will contain the revised technical bid as well as financial bid to be submitted by the Bidder after having revised the technical proposal from the first stage in response to the Stage Two RFP.
Technical and Financial Evaluation Committee / TFEC	The technical and financial evaluation committee formed by the GoS in accordance with the applicable laws of Pakistan for the purpose of analysing and evaluating the Proposals.



1. INFORMATION FOR STAGE ONE PARTICIPANTS

1.1 INTRODUCTION

- 1.1.1 The Procuring Agency, assisted by the PPP Unit, is engaged in encouraging the development of the dates and other horticultural and agricultural produce sector in District Khairpur. As part of this endeavour, and informed by the Sindh Wholesale Agricultural Produce Markets (Development and Regulation) Act, 2010, the Procuring Agency has decided to encourage the design, development, engineering, financing, procurement, construction, building, owning, operation, maintenance, marketing and transfer of the Project on a DFBOT basis, and has decided to carry out the Bidding Process for selection of an entity as the bidder to whom the Project may be awarded.
- 1.1.2 This Stage One RFP is being issued by Agriculture, Supply & Prices Department, Government of Sindh, with the assistance of PPP Unit, Finance Department, Government of Sindh, as a part of the Competitive Selection Process to invite the Stage One Participants to submit Stage One Technical Proposals with the intent to enter into the Concession Agreement for the proposed DFBOT at the conclusion of the Competitive Selection Process i.e. Stage One and Stage Two. Further details on the scope of work can be found in this Stage One RFP.
- 1.1.3 The recipients of this Stage One RFP are hereby invited to submit a Stage One Technical Proposal in respect of the Project and the services required for the Concessions given in **Section 2 (the Data Sheet)**.
- 1.1.4 A brief description of the Project and its objectives are given in the Data Sheet. Details are provided in **Section 4 (Terms of Reference)** (the **TOR**).
- 1.1.5 Stage One Participants are encouraged to submit their respective Stage One Technical Proposals after visiting the Project Site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, the general and local conditions associated with implementing the Project and any other matter considered relevant by them. All costs related to the visits to the Project Site shall be borne by the Stage One Participants and, regardless of the Stage One Technical Proposal and Competitive Selection Process outcome, the GoS shall not be liable in any manner for any costs incurred as a result of such visit(s).
- 1.1.6 The Stage One Participants will be given the opportunity to discuss their comments and suggest changes to the Stage One Draft Concession Agreement and Technical Specifications in the Pre-Bid Conferences, as specified in the Data Sheet, and the GoS may allow for revisions or changes to the technical parameters and financial aspects of the Project on the basis of the comments and suggested changes received from the Stage One Participants.
- 1.1.7 Based on the comments and suggestions of the Stage One Participants that are acceptable to the GoS in its sole discretion, a revised Stage Two RFP, Stage Two Draft Concession Agreement and Technical Specifications (containing proposed amendments pursuant to the Stage One RFP, if any) will be distributed to the Stage One Participants, reflecting changes that are accepted by the GoS, entirely at the GoS's discretion in accordance with the Applicable Laws. In case of any inconsistencies, the order of precedence, as determined by the GoS shall prevail.



- 1.1.8 While the information set out, or referred to, or included by reference in this Stage One RFP, has been prepared and included GoS gives no representation whatsoever that it is comprehensive or that it has been independently verified.
- 1.1.9 GoS does not make any representation or warranty express or implied as to the accuracy or completeness of such information, or any information on which this Stage One RFP is based, or any other background or reference information or documents prepared and made available to Stage One Participants, and any liability related to such information is hereby expressly disclaimed.
- 1.1.10 Stage One Participants will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against GoS with respect to such information.
- 1.1.11 Any Stage One Technical Proposal submitted in response to this Stage One RFP is submitted upon a full understanding and agreement of terms related to **Section 1.1 (Introduction)** of this Stage One RFP and, therefore, the submission of Stage One Technical Proposals in response to this Stage One RFP would be deemed as acceptance to the said terms.
- 1.1.12 Upon conclusion of Stage One, the GoS shall issue the Stage Two RFP to the Stage One Participants, inviting the Stage One Participants to submit their Stage Two Technical and Financial Proposals (including any revised technical bids as well as a financial bid).

1.2 AWARD OF CONCESSION

- 1.2.1 It is anticipated that through the Competitive Selection Process, one of the Bidders will be selected to become the Preferred Bidder following completion of the two stage Competitive Selection Process, who will then be offered the opportunity to incorporate the SPV in terms of the Stage Two RFP and the LOI/LOA, which SPV shall subsequently enter into the Concession Agreement (as the Concessionaire) for the purposes of the Project.
- 1.2.2 The award of Concession shall be made to such Bidder who is, *inter alia*, amongst the Stage One Participants and is compliant with the revised technical parameters and financial parameters which shall be illustrated in the Stage Two RFP.

1.3 STRUCTURE OF THE STAGE ONE RFP

- 1.3.1 This Stage One RFP contains the following two volumes and their respective appendices and schedules:
- a. VOLUME 1: INSTRUCTIONS TO STAGE ONE PARTICIPANTS;
 - b. VOLUME 2: DRAFT CONCESSION AGREEMENT;

1.4 NO OBLIGATION TO SELECT OR PROCEED

- 1.4.1 Notwithstanding any other section in this Stage One RFP or the Stage Two RFP, by submission of a Stage One Technical Proposal or a Stage Two Technical and Financial Proposal by a Stage One Participant or a Bidder, such Stage One Participant/Bidder and each firm, corporation or individual member of the same acknowledges and agrees that:



- a. the GoS may, at its sole discretion, refuse to consider and completely withdraw from the Consultation and Selection Process; or decide to terminate the entire bidding process without assigning any reason whatsoever; or decide to proceed with the Project under a new procurement process (including any new PPP procurement process); or decide to proceed with the Project in some manner other than as a PPP; or reject any Proposal that, in the sole opinion of the GoS, is incomplete or irregular, contains exceptions or deviations that are unacceptable to the GoS, or contains false or misleading statements, claims, or information, or omits any material information that must be submitted under the Stage One RFP or the Stage Two RFP by a Stage One Participant/Bidder or a Bidder's Collaborator, or for any other reason whatsoever;
- b. the GoS's decision with respect to the compliance or non-compliance of a Stage Two Technical and Financial Proposal is final and binding and that the GoS is in no way obliged to consult the Bidder in making its decisions; and
- c. any Stage One Technical Proposal submitted in response to this Stage One RFP is submitted upon a full understanding and agreement of terms related to aforementioned points (a) & (b) above and therefore the submission of Stage One Technical Proposals in response to this Stage One RFP would be deemed as an acceptance to the aforesaid terms.

1.5 COSTS AND EXPENSES INCURRED BY THE STAGE ONE PARTICIPANTS

- 1.5.1 All costs, expenses and liabilities incurred by any Stage One Participants (including all its Consortium members, as applicable) in connection with the preparation and submission of the Stage One RFP, including the provision of any additional information, attendance at meetings, conducting due diligence, visits to the Project Site, engagement of consultants, advisors and contractors etc., and in discussion with the GoS shall be, in each case, borne by the Stage One Participants (including all its Consortium members, as applicable).

1.6 DOCUMENTS

- 1.6.1 Stage One Participants must prepare and submit their Stage One Technical Proposals in full compliance with the requirements of this Stage One RFP together with the submission of the documents, forms and instruments required for submission by this Stage One RFP.
- 1.6.2 Stage One Participants requiring any clarification regarding the Stage One RFP and/or any documents / forms and instruments to be submitted pursuant to the same must notify the GoS, in writing, not later than four (4) Business Days prior to the respective Pre-Bid Conference relating to the Stage One RFP matters, as such time period and number of meetings may be extended or amended at the sole discretion of the GoS. Any request for clarification in writing, or by email, shall be sent to the GoS's address indicated in the Data Sheet. The GoS shall respond in writing or by email to such requests and copies of the response shall be sent to all invited Stage One Participants.
- 1.6.3 At any time before the submission of Stage One Technical Proposals, the GoS may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Stage One Participants, modify any of the documents listed in the Data Sheet by amendment. The amendment shall be sent in writing or by email to all invited Stage One Participants and shall be binding on them. The GoS may, at its sole discretion, extend the deadline for the submission of Stage One Technical Proposals.



1.6.4 Each Stage One Participant (and in case the Stage One Participant is a Consortium, the Lead Member) shall nominate a representative with whom the GoS should liaise and shall provide such representative's details including designation and all relevant contact details. Legal documentation (e.g. power of attorney, board resolutions and other legally binding authorization) for appointment of the authorized representative of the Stage One Participant (and in case the Stage One Participant is a Consortium, the Lead Member) shall be provided with the Stage One Technical Proposal.

1.6.5 SUBMISSION OF THE PROPOSALS

FIRST STAGE

1.6.5.1 Since two stage Consultation and Selection Process is being followed by the GoS for this Project, each Stage One Participant shall submit only one (01) Stage One Technical Proposal i.e., Stage One Technical Proposal, which will contain **only** the technical proposal in the first stage including one (01) original and two (2) hard copies of each, with one soft copy (/USB), as indicated in **Section 2.1.8** of the Data Sheet. In case of any difference between the hard and soft versions of the submitted documents, the hard copies will be considered as the final documents.

Each Stage One Participant shall submit only the Stage One Technical Proposal in response to this Stage One RFP.

The Stage One Technical Proposal shall be in a separate envelope indicating the Proposal as original or copy clearly marked as "ORIGINAL" and "COPY", as appropriate. The technical proposal shall be placed in a sealed envelope clearly marked "STAGE ONE TECHNICAL PROPOSAL". The envelope shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked: "DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL AND FINANCIAL EVALUATION COMMITTEE". Any Stage One Participant who submits or participates in more than one Stage One Technical Proposal will be disqualified.

1.6.5.2 The original and each copy of the Stage One Technical Proposal shall be prepared in indelible ink and shall be signed by the authorized representative of the Stage One Participants. The representative's authorization shall be confirmed by a written power of attorney accompanying the Stage One Technical Proposals. All pages of the Stage One Technical Proposal shall be initialled by the Stage One Participant's authorized representative and be page numbered. In case of any discrepancy between the original and the copies of the Stage One Technical Proposal, the original shall prevail.

1.6.5.3 The Stage One Technical Proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Stage One Participants themselves. Any such corrections shall be initialled by the person or persons signing the Stage One Participants.

1.6.5.4 The Stage One Technical Proposal shall be delivered on or before the Stage One Technical Proposal Deadline time and date stated in the Data Sheet, i.e. on or prior to Stage One Technical Proposal Deadline, and the Stage One Technical Proposal will be opened at Stage One Technical Proposal Deadline.



- 1.6.5.5 The Stage One Technical Proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, the Stage One Participants shall keep available the professional staff proposed for the assignment. The GoS shall make its best effort to complete the procedure at the location stated in the Data Sheet and within the time stated in the Data Sheet.
- 1.6.5.6 In case of a Consortium, a Joint Bidding Agreement shall also be submitted by the Stage One Participants, specifically appointing a Lead Member of the Consortium and identifying the roles of each Consortium Member.
- 1.6.5.7 The Integrity Pact, duly signed by the GoS and the Stage One Participants (in case the Stage One Participants is a Consortium, by the Lead Member), shall be submitted.
- 1.6.5.8 Either a board resolution or an authority letter, authorising the person(s) signing the Stage One Technical Proposal on behalf of the Stage One Participants, shall be submitted. In case a Stage One Participants is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Stage One Participants shall be submitted.

SECOND STAGE

- 1.6.5.9 The GoS shall discuss the Stage One Technical Proposals with all the Stage One Participant (s) regarding any technical/commercial clarifications and/or adjustments. The GoS will issue the Stage Two RFP following such discussions. The Stage One Participants (s) will then submit their Stage Two Technical and Financial Proposal(s), on or before the Stage Two Technical and Financial Proposal Deadline. The Stage Two Technical and Financial Proposal includes revised technical proposal and Financial Proposal (including Bid Security). Upon submission of the Stage Two Technical and Financial Proposal the Stage One Participants will be referred to as Bidders.
- 1.6.5.10 Each Bidder shall provide a Bid Security in a sealed envelope with its Financial Proposal and such Bid Security shall be required to be valid for an initial period of one hundred and twenty (120) Days plus twenty-eight (28) Days beyond the original bid validity period making it a total of one hundred and forty-eight (148) Days from the Stage Two Technical and Financial Proposal Deadline.
- 1.6.5.11 The TFEC will evaluate those proposals to select the Preferred Bidder. The Preferred Bidder that, *inter alia*, submits a Compliant Proposal which meets all the requirements in the Stage Two RFP required by the GoS for implementing the Project, and which will have highest revenue share in present value terms.

1.6.6 **NOT USED**

1.6.7 **FINALIZATION OF THE TRANSACTION**

Following completion of the bidding process under the Stage Two RFP, once the Preferred Bidder is announced, necessary negotiations will take place to finalise the Concession Agreement, provided that such negotiations shall not amend or vary financial and technical aspects on which the Stage Two Technical and Financial Proposals were invited. After the Preferred Bidder is selected, the GoS shall issue a letter of intent/award (the **Letter of**



Intent/LOI) to that Preferred Bidder, which shall require that Preferred Bidder to accept the LOI in terms of the timelines contemplated by the LOI. Issuance of the LOI shall be subject to the necessary approvals and recommendations of the competent authority (ies).

The Preferred Bidder shall, as a key condition of the Stage Two RFP and the LOI (subsequent to the issuance of the LOI), procure, *inter alia*, incorporation of a “*special purpose vehicle/company*” (the **SPV**) that shall be locally registered company incorporated in accordance with the laws of Pakistan and such SPV shall be the Concessionaire for the purposes of the Project. The SPV shall, upon incorporation and finalization of the Concession Agreement, enter into the Concession Agreement (*as the Concessionaire*) for the purposes of the Project. The Concessionaire shall be obligated to replace the Bid Security (prior to the expiry of the Bid Security) with the Construction Performance Security in terms of the Concession Agreement.

Each Bidder shall provide a Bid Security with its Bid (as part of the Stage Two Technical and Financial Proposal) and such Bid Security shall be required to be valid for an initial period of twenty-eight (28) days beyond the Bid Validity Period. In case of a Bid being successful and Bidder submitting such Bid being declared the Preferred Bidder and issued an LOI, the Bid Security shall be replaced with the Construction Performance Security prior to the expiry of the Bid Security.

The Construction Performance Security shall be submitted by the Concessionaire which shall be valid from the date of its submission until the timelines contemplated by the Draft Concession Agreement and must be fully compliant with the format provided in the Draft Concession Agreement.

Should the Bidder refuse to sign the final version of the Concession Agreement with the GoS in the agreed-upon form and content, the GoS shall be entitled to encash the full amount of the Bid Security or the Construction Performance Security (as the case maybe) and retain and use the proceeds at its sole discretion.

In the event that the Preferred Bidder fails to provide the Construction Performance Security to the GoS prior to the expiry of the Bid Security, the GoS shall be entitled, fifteen (15) days prior to the expiry of the Bid Security, to encash the Bid Security in full.

1.7 POTENTIAL CHANGES TO OR TERMINATION OF THE CONSULTATION & SELECTION PROCESS

1.7.1 The GoS may, at its sole discretion, at any time, and for any reason whatsoever, without becoming liable to the Stage One Participants /Bidder or to any other party, by way of addenda, modify, amend, or otherwise change all or any part of the Stage One RFP or the Stage Two RFP, including by amending the Consultation and Selection Process, by modifying the limits and scope of the Concession or Project, by extending any deadline or time limit (including the deadline for setting up the Concession) specified herein, or by suspending, postponing, or terminating all or any part of the Competitive Selection Process. Any addendum will be issued by the GoS in writing and the same will be explicitly identified as an addendum to this Stage One RFP or the Stage Two RFP.

1.7.2 Without limiting the scope of Section 1.7.1, even though the GoS intends to name a Preferred Bidder and sign a Concession Agreement, if the GoS fails to receive at least one Compliant Proposal for which all government approvals (excluding the environmental approbations



required) have been obtained, the GoS reserves the right to terminate the Competitive Selection Process.

- 1.7.3 If the GoS terminates the Competitive Selection Process, the GoS reserves the right to proceed with all or any part of the Project, including the use of some or all of a Stage One Participants / Bidder's ideas and concepts, based on the approach that the GoS considers to be most suitable, which does not exclude the involvement of one or more of the initially selected Preferred Bidder's Collaborators.
- 1.7.4 In the event that the GoS rejects or annuls all the Stage One Technical Proposals or Stage Two Technical and Financial Proposal, it may, at its discretion, invite all eligible Stage One Participants/Bidders to submit fresh Stage One Technical Proposals or Stage Two Technical and Financial Proposal or restart the Competitive Selection Process.
- 1.7.5 The GoS reserves the right to terminate the Competitive Selection Process. The GoS shall, upon request by any of the Stage One Participants/Bidders, communicate to such Stage One Participant/Bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.
- 1.7.6 Any Stage One Technical Proposals or Stage Two Technical and Financial Proposal submitted in response to this Stage One RFP or the Stage Two RFP is submitted upon a full understanding and agreement of terms related to this Section 1.7 (*Potential Changes To Or Termination Of The Competitive Selection Process*) and, therefore, the submission of Stage One Technical Proposals or Stage Two Technical and Financial Proposal in response to this Stage One RFP or the Stage Two RFP would be deemed as an acceptance to the said terms.

1.8 NO CONTRACT

- 1.8.1 No contract whatsoever is created by or arises from this Stage One RFP or the Stage Two RFP (with the exception of the Commitment Form found in ANNEXURE F), which, under no circumstances, constitutes an offer to enter into a contract with any party whatsoever.
- 1.8.2 The GoS and / or the TFEC do not have an obligation, responsibility, commitment, or legal liability towards any Stage One Participant/Bidder or any Bidder's Collaborators arising from this Stage One RFP or the Stage Two RFP or any Proposal submitted in response to it, or from the Competitive Selection Process.
- 1.8.3 Any Stage One Technical Proposals or Stage Two Technical and Financial Proposal submitted in response to this Stage One RFP or the Stage Two RFP is submitted upon a full understanding and agreement of terms related to this Section 1.8 (*No Contract*) and therefore the submission of Stage One Technical Proposals or Stage Two Technical and Financial Proposal in response to this Stage One RFP or the Stage Two RFP would be deemed as an acceptance to the said terms.

1.9 NO COLLUSION

- 1.9.1 By submitting a Stage One Technical Proposals or Stage Two Technical and Financial Proposal, the Stage One Participant/Bidder and each firm, corporation or individual member of the Stage One Participant/Bidder represents and confirms to GoS with the knowledge and intention that GoS may rely on such representation and confirmation that its Stage One



Technical Proposals or Stage Two Technical and Financial Proposal has been prepared without collusion or fraud, and is in fair competition with the other Stage One Participant/Bidders and the Stage One Technical Proposals or Stage Two Technical and Financial Proposal of the other Stage One Participants/Bidders.

- 1.9.2 GoS reserves the right to disqualify any Stage One Participant/Bidder that, in GoS's opinion, has engaged in collusion in connection with the Project.

1.10 PROJECT TEAM

- 1.10.1 The Agriculture, Supply & Prices Department, Government of Sindh is managing the PPP process and coordinating activities related to the Competitive Selection Process and matters relating to the same.
- 1.10.2 The GoS has designated a Project Manager / GoS Representative who has been mandated to oversee the entire work required to be carried out in respect of the Project.
- 1.10.3 Any other person or enterprise that has a contract with the GoS to work on this Concession is ineligible to participate in the Competitive Selection Process, unless specifically exempted by the GoS.

1.11 NO LOBBYING

- 1.11.1 The Stage One Participants/Bidders and the firm, corporation or individual Members of a Stage One Participants/Bidder, will not attempt to communicate, directly or indirectly, with any representative of the GoS and/or the TFEC at any stage of this Stage One RFP or the Stage Two RFP process (including during the evaluation process), except as expressly directed or permitted by GoS, or except as may be required and permitted under another procurement competition, project or other assignment, in which event the Stage One Participants/Bidder will not have any discussions regarding the Project.
- 1.11.2 The GoS reserves the right to disqualify any Stage One Participants/Bidder that, in GoS's opinion, has engaged in lobbying in connection with this Project.

1.12 NO CLAIMS

- 1.13 The GoS shall not be liable for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Stage One Participants/Bidder or any firm, corporation or individual member of a Stage One Participants/Bidder, in preparing and submitting a Stage One Technical Proposal or Stage Two Technical and Financial Proposal or participating in negotiations for the Concession Agreement or any other activity related to or arising out of this Stage One RFP or the Stage Two RFP. In furtherance of the foregoing, the Stage One Participants/Bidder shall participate in the Competitive Selection Process based on a clear understanding that the GoS, its entities and its relevant stakeholders in the Project (including, *inter alia*, the Agriculture, Supply & Prices Department, Government of Sindh, the PPP Unit, Finance Department, Government of Sindh and the TFEC) and, in each case, their employees, personnel, agents, consultants, advisors, legal advisors and contractors etc. stand released from such claims. For avoidance of doubt, the afore-stated release and its acceptance by the Stage One Participants and subsequent Bidders is a pre-condition to participation in the Competitive Selection Process.



1.14 NO CONFLICT

1.14.1 There shall be no conflict of interest (the **Conflict of Interest**) of any of the Stage One Participants/Bidders that affects the Competitive Selection Process. In case a Stage One Participant/Bidder contemplates any Conflict of Interest till the issuance of the LOI, it shall immediately notify the GoS in writing of such Conflict of Interest and the GoS, in its sole discretion, shall decide whether such conflict constitutes a Conflict of Interest. In case any Stage One Participant/Bidder is found to have a Conflict of Interest, it shall be disqualified. In the event of disqualification, the GoS shall encash and appropriate the Bid Security (submitted by the Bidders in accordance with the terms of the Stage Two RFP), as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the GoS for, *inter alia*, the time, cost and effort of the GoS, including consideration of such Stage One Participant/Bidder's Stage One Technical Proposals or Stage Two Technical and Financial Proposal, without prejudice to any other right or remedy that may be available to the GoS hereunder or otherwise. Without limiting the generality of the above, a Stage One Participant/Bidder shall be considered to have a Conflict of Interest that affects the Competitive Selection Process, if, *inter alia*:

- a) such Stage One Participant/Bidder (or any constituent thereof) and any other Stage One Participant/Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Stage One Participant/Bidder, or a constituent thereof in the other Stage One Participant/Bidder (s) (or any of its constituents), is less than 1% of its paid up and subscribed capital; or
- b) a constituent of such Stage One Participant/Bidder is also a constituent of another Stage One Participant/Bidder; or
- c) such Stage One Participant/Bidder receives or has received any direct or indirect subsidy from any other Stage One Participant/Bidder, or has provided any such subsidy to any other Stage One Participant/Bidder (other than the subsidy is made to one Stage One Participant/Bidder, as allowed in subsection (a) above); or
- d) such Stage One Participant/Bidder has the same legal representative for purposes of the Bid as any other Stage One Participant/Bidder; or
- e) such Stage One Participant/Bidder has a relationship with another Stage One Participant/Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Stage One Technical Proposal/Bid of either or each of the other Stage One Participant/Bidder; or
- f) such Stage One Participant/Bidder has participated as a consultant to the GoS in the preparation of any documents, design or Technical Specifications of the Project.

1.14.2 A Bidder shall be liable for disqualification and forfeiture of its Bid Security if any legal, financial or technical adviser of the GoS in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to the Project during the Competitive Selection Process or subsequent to the:



- (i) issuance of the LOI; or
- (ii) execution of the Concession Agreement.

In the event any such adviser is engaged by the Preferred Bidder or the Concessionaire, as the case may be, after issuance of the LOI or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein, or in the LOI or the Concession Agreement, and without prejudice to any other right or remedy of the GoS (including the encashment and appropriation of the Bid Security or the Construction Performance Security, as the case may be) which the GoS may have thereunder or otherwise, the LOI or the Concession Agreement, as the case may be, shall be liable to be terminated without the GoS being liable, in any manner whatsoever, to the Preferred Bidder or Concessionaire for the same.

- 1.14.3 GoS reserves the right to disqualify any Bidder that in GoS's opinion has a Conflict of Interest, whether such conflict exists now or is likely to arise in the future.
- 1.14.4 Any Stage One Technical Proposals or Stage Two Technical and Financial Proposal submitted in response to this Stage One RFP or the Stage Two RFP is submitted upon a full understanding and agreement of terms related to this Section 1.13 (*Conflict of Interest*) and therefore the submission of Stage One Technical Proposals or Stage Two Technical and Financial Proposal in response to this Stage One RFP or the Stage Two RFP would be deemed as an acceptance to the said terms.

1.15 NOT USED

1.16 CONFIDENTIALITY

- 1.16.1 Information relating to the examination, clarification, evaluation and recommendation for the Stage One Participant/Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the GoS in relation to, or matters arising out of, or concerning the Competitive Selection Process. The GoS will endeavour to treat all information, submitted as part of the Stage One Technical Proposal, the Stage Two Technical and Financial Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The GoS may not divulge any such information, unless it is directed to do so by any statutory entity that has the power under law to require its disclosure, is required under the Applicable Laws, or it is to enforce or assert any right or privilege of the statutory entity and/or the GoS.
- 1.16.2 All information supplied by GoS in connection with the Stage One RFP or the Stage Two RFP, including the documents shared as a part of the data room, shall be treated as confidential and the Stage One Participant/Bidders shall not, without the prior written consent of GoS, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by law). Subject to Section 2.1.7 of this Stage One RFP or the Stage Two RFP, the bidding documents shall remain the property of the GoS and are transmitted to the Stage One Participant/Bidders solely for the purpose of preparation and submission of the Stage One Technical Proposal and the Stage Two Technical and Financial Proposal in accordance herewith. The GoS will not return any Stage One Technical Proposal/Bid or any information provided along therewith.



- 1.16.3 The Stage One RFP or the Stage Two RFP and every part of it and all other information provided by or on behalf of GoS must be treated as private and confidential. Stage One Participants/Bidders shall not disclose the fact that they have been invited to submit a Proposal or release details of the Stage One RFP or the Stage Two RFP other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Stage One Technical Proposal or Stage Two Technical and Financial Proposal.
- 1.16.4 Stage One Participant/ Bidders shall not at any time release any information concerning the Stage One RFP or the Stage Two RFP and/or their Stage One Technical Proposals or Stage Two Technical and Financial Proposal and/or any related documents and/or any negotiation and/or any discussion with GoS in this connection for publication in the press or on radio, television, screen or any other medium without the prior written approval of the GoS.
- 1.16.5 Each Stage One Participant/Bidder undertakes to indemnify GoS and to keep GoS indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Section 1.15 (*Confidentiality*).
- 1.16.6 Any Stage One Technical Proposals or Stage Two Technical and Financial Proposal submitted in response to this Stage One RFP or the Stage Two RFP is submitted upon a full understanding and agreement of terms of this Section 1.15 (*Confidentiality*) and therefore the submission of the Stage One Technical Proposal and the Stage Two Technical and Financial Proposal in response to this Stage One RFP or the Stage Two RFP would be deemed as an acceptance to the said terms.

1.17 PROJECT SCHEDULE

The tentative Competitive Selection Process schedule (as may be amended by GoS in its discretion) is as follows:

Stage One	
Issuance of the Stage One RFP	13 April, 2018
Submission of written comments on the Stage One RFP	25 April, 2018
Pre-Bid Conference I	30 April, 2018
Response of Comments on the Stage One RFP	04 May, 2018
Submission of the Stage One Technical Proposal (the Stage One Proposal Deadline)	24 th May, 2018
Discussions with Stage One Participants pertaining to Technical Specifications and commercial aspects of their submitted Stage One Technical Proposal.	28 th May, 2018
Stage Two	
Issuance of the Stage Two RFP (the Issuance Date)	5 June, 2018
Pre-Bid Conference I (for Stage Two)	Issuance Date + 7 days
Submission of Stage Two Technical and Financial Proposals and opening of Stage Two Technical Proposal only (the Stage Two	Issuance Date + 21 days



Technical and Financial Proposal Deadline Date)	
Evaluation of Stage Two Technical Proposals and opening of Stage Two Financial Proposal	Stage Two Technical and Financial Proposal Deadline Date + 7 days
Evaluation of Stage Two Financial Proposal	Stage Two Technical and Financial Proposal Deadline Date + 14 days
Announcing the Preferred Bidder	Stage Two Technical and Financial Proposal Deadline Date + 24 days
Concession Agreement signing (the Signing Date)	Stage Two Technical and Financial Proposal Deadline Date + 50 Days
Financial Close	Within 180 Days of Signing Date
Concession Period	
Anticipated start of design, planning and surveys	10 days from Signing Date
Anticipated end of design, planning and surveys	120 days from Signing Date
Anticipated start of construction (the Commencement Date)	180 Days from Signing Date
Anticipated end of construction (the Substantial Completion Date)	24 months from the Construction Start Date
Anticipated expiry of Concession Agreement & handover of facilities	10 years from the Substantial Completion Date

1.18 INSURANCES

- 1.18.1 If a Bidder is selected as the Preferred Bidder, it understands, undertakes and confirms that it shall be responsible for procuring Insurances in respect of the Project. All fees, costs and other expenditures relating to such Insurances shall be borne by the Concessionaire. Furthermore, the cost for Insurances may be included in the financial plan by the Bidders.



2. DATA SHEET

2.1 INFORMATION FOR STAGE ONE PARTICIPANTS

2.1.1 THE ASSIGNMENT

The assignment is Design, Finance, Built, Operate, Maintain and Transfer - DFBOT of the Project which is described in section-1 above.

2.1.2 PROJECT DESCRIPTION

Agriculture Supply & Prices Department, Government of Sindh (the “Procuring Agency”) is desirous of encouraging the establishment, in a new location, of a horticulture wholesale market catering for large scale buying and selling transactions involving primarily dates, and also catering for wholesale dealing in a number of other horticulture products. The Procuring Agency also wishes to ensure that the new facility is developed and operated on international standards and should be able not only to overcome the existing pitfalls, but should also become a strong turning point in strengthening the entire supply chain of date crop which should ideally also lead to quality investors entering the business of date processing and exports

The Project is being undertaken under the Public-Private Partnership (“PPP”) mode. Under this arrangement, the Procuring Agency will provide to the Concessionaire land and certain other concessions for the Project as outlined below and to be further elaborated in the Concession Agreement to be entered into between the Preferred Bidder and the Procuring Agency, pursuant to and in accordance with the provisions of which the selected Concessionaire shall be responsible to design, develop, engineer, finance, procure, construct, build, operate, maintain, market and, at the end of the Concession Period, transfer the Project to a nominee of the Procuring Agency.

In addition to the matters set out in this Stage One RFP, it is currently envisaged that the term of the Concession will be for the Concession Period. The GoS expects the term to include approximately two (2) years of design and construction period, (6) months for the Financial Close and ten (10) years of operating period – such operating period to commence on the Substantial Completion Date in accordance with the Concession Agreement.

Following the expiry of the Concession Period, ownership of the Project related assets will be transferred to the GoS. The Project will be structured as a Concession Agreement between GoS and the Concessionaire (being the SPV to be established and incorporated under the laws of Pakistan for the purposes of the Project by the enterprise or the Consortium that, further to this Stage One RFP and Stage Two RFP and the final selection process, is declared the Preferred Bidder and is issued the LOI). The Concession will be awarded through a Two Stage Competitive Selection Process open to local and international bidders.

2.1.3 PRE-BID CONFERENCES

2.1.3.1 The Pre-Bid Conferences will be held at:



VENUE: COMMITTEE ROOM, AGRICULTURE, SUPPLY & PRICES DEPARTMENT, GROUND FLOOR, TUGHLAQ HOUSE, SINDH SECRETARIAT, KARACHI,

2.1.3.2 Queries and clarifications relating to the Pre-Bid Conference on the technical matters, matters relating to the Stage One RFP or the Stage Two RFP and the Pre-Bid Conference on financial matters, shall reach at least four (4) Business Days prior to the Pre-Bid Conferences, as such time period and number of meetings may be extended or amended at the sole discretion of the GoS.

2.1.3.3 All such queries and clarification bearing reference of the Project shall be delivered at:

ATTENTION: MR. RIAZ AHMED DAYO,
PROJECT MANAGER,
KHAIRPUR WHOLESALE DATES MARKET PROJECT
AGRICULTURE, SUPPLY & PRICES DEPARTMENT, GOVERNMENT OF SINDH

ADDRESS: AGRICULTURE, SUPPLY & PRICES DEPARTMENT GROUND FLOOR,
TUGHLAQ HOUSE, SHAHRA-E-ATTATURK ROAD, KARACHI,
PAKISTAN.

COPY TO: DIRECTOR,
PPP UNIT, 7TH FLOOR, A.K LODHI COMPLEX, FINANCE DEPARTMENT,
GOVERNMENT OF SINDH

2.1.3.4 The Stage One Participants/Bidders are requested to submit any substantive questions in writing or through fax or email to reach the GoS, unless otherwise permitted by GoS in its sole and absolute discretion, not later than four (4) Business Days before the Pre-Bid Conference.

2.1.3.5 It shall be assumed by the GoS that subsequent to the Pre-Bid Conferences on the technical, Stage One RFP, Stage Two RFP and financial matters, all the queries, comments and concerns of the Stage One Participants/Bidders have been addressed and answered to the full satisfaction of all the Stage One Participants/Bidders. Furthermore, any Stage One Technical Proposal and any Stage Two Technical and Financial Proposal submitted in response to this Stage One RFP or the Stage Two RFP is submitted upon a full understanding and agreement of terms related to this Section 2.1.3 (*Pre-Bid Conferences*) and, therefore, the submission of Stage One Technical Proposal or Stage Two Technical and Financial Proposals in response to this Stage One RFP or the Stage Two RFP would be deemed as an acceptance to the said terms.

2.1.3.6 The GoS, however, reserves the right to call any additional Pre-Bid Conferences, if it so desires to.

2.1.4 PROJECT LIAISON

2.1.4.1 The contact details for the primary persons designated for this Stage One RFP and the Stage Two RFP are:



ATTENTION : MR. RIAZ AHMED DAYO,
PROJECT MANAGER, KHAIRPUR WHOLESALE DATES MARKET

PHONE : 0092-21-99212050

ADDRESS : AGRICULTURE SUPPLY & PRICES DEPARTMENT, GROUND
FLOOR, TUGHLAQ HOUSE, KAMAL ATTA-TURK ROAD,
SINDH SECRETARIAT, KARACHI.

PPP UNIT, FINANCE DEPARTMENT, GOVERNMENT OF SINDH

ATTENTION : DIRECTOR PPP UNIT, FINANCE DEPARTMENT

PHONE : 0092-21 99222 191

ADDRESS : 7TH FLOOR, A.K. LODHI BLOCK, FINANCE DEPARTMENT,
KAMAL ATTA TURK ROAD, SINDH SECRETARIAT,
GOVERNMENT OF SINDH, KARACHI, PAKISTAN.

2.1.5 Access to information, or to any modification or update shall be made available to the Stage One Participants/Bidders subject to submission of the Non-Disclosure Agreement (as attached hereto as **ANNEXURE H**) to the GoS, duly signed by the authorized representative of the Stage One Participants/Bidder.

2.1.6 **STAGE ONE TECHNICAL PROPOSAL SUBMISSION: TIME AND PLACE OF DELIVERY**

All Stage One Technical Proposals shall be submitted in a sealed envelope no later than **11:00 am hours PST** on the Stage One Proposal Deadline to the following address and marked for the attention of:

ATTENTION : SECRETARY, AGRICULTURE, SUPPLY & PRICES
DEPARTMENT, GOVERNMENT OF SINDH.

ADDRESS : AGRICULTURE SUPPLY & PRICES DEPARTMENT, GROUND
FLOOR, TUGHLAQ HOUSE, KAMAL ATTA-TURK ROAD, SINDH
SECRETARIAT, KARACHI.

Telephone : 0092-21-99211 468

2.1.7 Proposals received after 11:00 am hours (PST) on the Stage One Technical Proposal Deadline will be returned to the sender unopened. Stage One Participants are responsible for ensuring that their Stage One Technical Proposals are submitted at the time and place specified in Section 2.1.6.

2.1.8 The sealed envelope shall include one original technical proposal and two (2) hard copies, with one soft copy (USB) and shall also include other supporting documents and forms, as identified in this Stage One RFP and as per the guidelines given in the Data Sheet.

2.2 **NOT USED**



2.3 OPENING OF THE PROPOSALS

- 2.3.1 The GoS will open the Stage One Technical Proposals at the Committee Room of the Planning & Development Board, 2nd Floor, Tughlaq House, Sindh Secretariat, Karachi in the presence of Stage One Participants or their authorized representatives who choose to attend, at a Stage One Technical Proposal opening meeting one hour after the Stage One Technical Proposal Deadline. The Stage One Participants representatives who are present shall sign a register in evidence of their attendance.

2.4 TECHNICAL AND FINANCIAL EVALUATION COMMITTEE (TFEC)

- 2.4.1 The Stage One Technical Proposals will be reviewed by a TFEC constituted in accordance with the Applicable Laws. It is however clarified that Stage One Technical Proposal which does not meet the Basic Eligibility Criteria shall not be evaluated further for Stage Two Technical and Financial Evaluation.
- 2.4.2 Stage Two Technical and Financial Proposals (submitted in response to the Stage Two RFP) will be evaluated by a TFEC constituted in accordance with the applicable laws and evaluation criteria set out in the Stage Two RFP.

2.5 PROPOSAL EVALUATION PROCESS

STAGE ONE TECHNICAL PROPOSAL EVALUATION

- 2.5.1 The Stage One Technical Proposals shall be opened one hour following the Stage One Technical Proposal Deadline. The examination and review of the Stage One Technical Proposals shall commence one hour following the opening of Stage One Technical Proposals.
- 2.5.2 Any Stage One Technical Proposal submitted in response to this Stage One RFP is submitted upon a full understanding and agreement of terms of this Section 2.5 (*Proposal Evaluation Process*) and, therefore, the submission of Stage One Technical Proposals in response to this Stage One RFP would be deemed as an acceptance to the said terms.

STAGE TWO TECHNICAL AND FINANCIAL PROPOSAL EVALUATION

- 2.5.3 The GoS may discuss the Stage One Technical Proposals with all the Stage One Participants(s) regarding any technical/commercial clarifications and/or adjustments. The GoS will issue a revised Stage Two RFP. The Bidder(s) will then submit their Stage Two Technical and Financial Proposal(s), on or before the Stage Two Technical and Financial Proposal Deadline. The Stage Two Technical and Financial Proposal includes revised technical proposal and Financial Proposal (including Bid Security).
- 2.5.4 Each Bidder shall provide a Bid Security in a sealed envelope with its Financial Proposal and such Bid Security shall be required to be valid for an initial period of one hundred and twenty (120) Days plus twenty eight (28) Days beyond the original bid validity period making it a total of one hundred and forty eight (148) Days from the Stage Two Technical and Financial Proposal Deadline.
- 2.5.5 The Bid submitted in response to the Stage Two RFP shall remain valid and open for acceptance for the Bid Validity Period. In exceptional circumstance, prior to expiry of the original bid



validity period, the GoS may request Bidders to grant a specified extension in the period of validity. This request and the response thereto shall be made in writing or through fax or email.

- 2.5.6 A Bidder may refuse the afore-stated GoS request and can claim for return of its Bid Security along with its First Stage Technical Proposal. A Bidder agreeing to the GoS's request will extend the validity of its Bid Security correspondingly.
- 2.5.7 The TFEC will evaluate Stage Two Technical and Financial Proposals to select the Preferred Bidder.

2.6 EVALUATION CRITERIA

Stage One Technical Proposal – Evaluation Criteria:

- 2.6.1 The TFEC shall carry out its review and evaluate the Stage One Technical Proposals submitted by Stage One Participants in accordance with the Basic Eligibility Criteria (*Annexure-A*).
- 2.6.2 The Stage One Technical Proposal must be submitted at the place and by the deadline specified in Section 2.1.6.
- 2.6.3 The Commitment Form, with no amendments or changes thereto, must be signed by the Stage One Participants and its Members.
- 2.6.4 Duly passed resolutions giving the representative of the Stage One Participants (and each of its Members, in case of a Consortium) signing authority must accompany the Stage One Technical Proposal. In case a Stage One Participant is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Stage One Participant shall be provided.
- 2.6.5 The declaration, in form and substance attached hereto as **ANNEXURE G**, with no amendments or changes thereto, must be signed by the Stage One Participants and their Members.
- 2.6.6 The Non-Disclosure Agreement, identical in form and substance attached hereto as **ANNEXURE H**, with no amendments or changes thereto, must be signed by the Stage One Participant and its members, for the access to data room. Further, the Integrity Pact, identical in form and content to the one found in **ANNEXURE I**, with no amendments or changes thereto, must be signed by the Stage One Participant.
- 2.6.7 The Stage One Participants are under no obligation to provide the Bid Security described in Section 3.2 (*Bid Security*), such Bid Security will be submitted in accordance with the requirements of the Stage Two RFP. The Bid Security submitted as part of the Stage Two Technical and Financial Proposal shall be in the form of a financial bank guarantee or pay order and must be written in English, and fully compliant with the form and substance attached hereto as **ANNEXURE D**.
- 2.6.8 **STAGE ONE COMMERCIAL COMPLIANCE**
- a. In case the Stage One Participant is a Consortium, the moment the Stage One Technical Proposal is submitted, the Stage One Participant must be bound by a Joint Bidding Agreement.



- b. Participants and Key Individuals who are not employees of the Stage One Participant or of a Member or Participant of the Stage One Participant must complete and sign the Commitment Form, with no amendments or changes thereto. Duly passed resolutions giving the representatives of each Participant of the Stage One Participant signing authority must accompany the Commitment Form.
 - c. Stage One Technical Proposals must not be conditional.
- 2.6.9 A Stage One Technical Proposal submitted in response to this Stage One RFP by a Stage One Participant shall contain *inter alia*, the information specified in Section 3 (*Standard Proposal Forms*).
- 2.6.10 **SCORING CRITERIA – TECHNICAL EVALUATION OF STAGE TWO TECHNICAL & FINANCIAL PROPOSAL**
- 2.6.10.1 The TFEC shall carry out its evaluation, applying the revised evaluation criteria and point system specified in the Stage Two RFP. Each responsive technical proposal shall be attributed to a score out of a total of 100 points.
- 2.6.10.2 After complete evaluation of the revised technical proposals, the financial proposals of the Bidders technically qualifying the criteria shall be evaluated in accordance with **Annexure L**. This qualification shall be based on the Bidder achieving a technical score, equal or higher than **70**.
- 2.6.10.3 The TFEC will select that Bidder as the Preferred Bidder, who provides greater revenue share in present value terms with the GoS in accordance with the terms of the Stage Two RFP, provided that such Bidder has technically qualified and that the Stage Two Technical and Financial Proposal of such Bidder is a Compliant Proposal.
- 2.6.10.4 The Stage Two Technical and Financial Proposal must be submitted at the place and by the deadline specified in the Stage Two RFP.
- 2.6.10.5 The Commitment Form, with no amendments or changes thereto, must be signed by the Bidders and its Members as part of the Stage Two Technical and Financial Proposal.
- 2.6.10.6 Duly passed resolutions giving the representative of the Bidder (and each of its Members, in case of a Consortium) signing authority must accompany the Stage Two Technical and Financial Proposal. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be provided.
- 2.6.10.7 The declaration, in form and substance attached hereto as **ANNEXURE G**, with no amendments or changes thereto, must be signed by the Bidders and their Members and submitted as part of the Stage Two Technical and Financial Proposal.
- 2.6.10.8 The Non-Disclosure Agreement, identical in form and substance attached hereto as **ANNEXURE H**, with no amendments or changes thereto, must be signed by the Bidders and its members and submitted as part of the Stage Two Technical and Financial Proposal.
- 2.6.10.9 Further, the Integrity Pact, identical in form and content to the one found in **ANNEXURE I**, with no amendments or changes thereto, must be signed by the Bidder and submitted as part of the Stage Two Technical and Financial Proposal.



- 2.6.10.10 The Bidders must provide the Bid Security described in the Stage Two RFP. The Bid Security submitted as part of the Stage Two Technical and Financial Proposal shall be in the form of a financial bank guarantee or pay order and must be written in English, and fully compliant with the form and substance attached hereto as **ANNEXURE D**.
- 2.6.10.11 Any other errors or omissions in a Stage Two Technical and Financial Proposal will not result in its automatic rejection. The TFEC reserves the right to ask Bidders to correct any errors or omissions in their Stage Two Technical and Financial Proposal, to the TFEC's satisfaction, within the time limits specified in the request. However, under no circumstances can Bidders amend financial bid as a result of clarifying or rectifying their Stage Two Technical and Financial Proposal.
- 2.6.10.12 The Stage Two Technical and Financial Proposal of only those Bidders shall be considered who meet the Basic Eligibility Criteria set forth in **ANNEXURE A** of the Stage Two RFP.

2.6.11 **STAGE TWO COMMERCIAL COMPLIANCE**

- a. The Stage Two Technical and Financial Proposal must contain a detailed description of the Bidder, as specified in Section 3.1 (*Information Concerning the Bidders*).
- b. The Preferred Bidder must be an incorporated body or another type of legal entity.

2.6.12 **FINANCIAL EVALUATION**

The Technical and Financial Evaluation Committee formed for the Project will select a Bidder as the Preferred Bidder who quoted the highest aggregated revenue share in present value terms.

Revenues shall mean and include all revenues generated from the Project during the Concession Period, including the revenues generated from the Leases, Commercial Ancillary Project Facilities Leases (if any) and any other revenues generated from the Project.

2.7 **OTHER CONSIDERATIONS**

- 2.7.1 The Stage One Technical Proposals and Stage Two Technical and Financial Proposals must not be qualified, in any way whatsoever, apart from as allowed under the Stage One RFP and the Stage Two RFP and must be submitted strictly in accordance with this Stage One RFP and the Stage Two RFP.
- 2.7.2 All Stage One Technical Proposals and Stage Two Technical and Financial Proposals and other supporting documents shall be typed in the English language and state all monetary amounts in Pakistan Rupees (PKR), provided that the dollar or other currency may be quoted alongside the Pakistan Rupees (the rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids specified in the bidding documents, as notified by the State Bank of Pakistan).
- 2.7.3 The Stage One Technical Proposals and Stage Two Technical and Financial Proposals must be signed by the authorized signatory of each of the Stage One Participants/Bidders and where applicable, each Consortium member, signing under a power of attorney, substantially in the



form specified in ANNEXURE E, a copy of which is to be provided with the Stage One Technical Proposals and Stage Two Technical and Financial Proposals.

- 2.7.4 The Bid submitted in response to the Stage Two RFP must also accompany a board resolution or an authority letter, authorising the person(s) signing the Bid documents on behalf of the Bidder. In case the Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative on behalf of the Bidder to sign the Bid documents shall be provided.

2.8 CLARIFICATION OF PROPOSALS

- 2.8.1 The TFEC may, at its discretion, during the evaluation after the Stage One Technical Proposal Deadline or Stage Two Technical and Financial Proposal Deadline, invite a Stage One Participant/Bidder to provide a presentation and/or clarification of its Stage One Technical Proposal and Stage Two Technical and Financial Proposal, either in writing or by meeting directly with the TFEC. The TFEC is not required to invite any such presentation and/or clarification, or to have a meeting with any Stage One Participant/Bidder, and the TFEC may, at its discretion, invite such presentations or clarifications from only one or some of the Stage One Participant/Bidders. The TFEC may consider such presentations and clarifications in the evaluation of a Stage One Technical Proposal and Stage Two Technical and Financial Proposal. It is clarified that the GoS may, in its sole discretion, both clarifications and presentations from any Stage One Participant/Bidder.
- 2.8.2 Except upon invitation and request from the TFEC, no additional information may be submitted after the Stage One Technical Proposal Deadline or the Stage Two Technical and Financial Proposal Deadline. The TFEC will have no obligation to request a Stage One Participant/Bidder to provide missing or deficient information.
- 2.8.3 Any Stage One Technical Proposals submitted in response to this Stage One RFP is submitted upon a full understanding and agreement of terms of this Section 2.8 (*Clarification of Proposals*) and, therefore, the submission of Stage One Technical Proposals in response to this Stage One RFP would be deemed as an acceptance to the said terms.

2.9 SELECTION OF PREFERRED BIDDER

- 2.9.1 The TFEC will make the selection of the Preferred Bidder in accordance with the terms of the Stage Two RFP and the contact person nominated by the GoS will advise all Bidders in writing of the TFEC's selection decision.
- 2.9.2 Any Stage One Technical Proposal submitted in response to this Stage One RFP is submitted upon a full understanding and agreement of terms of this Section 2.9 (*Selection of Preferred Bidder*) and, therefore, the submission of Stage One Technical Proposals in response to this Stage One RFP would be deemed as an acceptance to the aforesaid terms.

2.10 RIGHT TO NEGOTIATE

- 2.10.1 Subject to the requirement of the Applicable Laws, SPRRA Rules and the PPP Act, after selection of the Preferred Bidder, the GoS reserves the right to negotiate changes to the Proposal or to any of the terms of the Concession Agreement, provided however, the Preferred Bidder



will not be entitled to initiate changes to its Stage Two Technical and Financial Proposal, or to the Concession Agreement, except as set out and described in its Stage Two Technical and Financial Proposal and agreed upon by the GoS in writing during the pre-bid stage.

- 2.10.2 Any Stage One Technical Proposals submitted in response to this Stage One RFP, and any Stage Two Technical and Financial Proposals submitted in response to the Stage Two RFP are submitted upon a full understanding and agreement of terms of this Section 2.10 (*Right to Negotiate*), and the terms of the Stage Two RFP and, therefore, the submission of Stage One Technical Proposals in response to this Stage One RFP would be deemed as an acceptance to the aforesaid terms.

2.11 DEVELOPMENT OF PROPOSALS

- 2.11.1 The GoS has adopted a Two Stage Bidding Procedure, as contemplated under the Applicable Laws for the purposes of the Project. Owing to the complexity of the Project, the GoS anticipates that it will receive technically uneven proposals and wishes to assess its options in the market.
- 2.11.2 The intent is to encourage prospective Stage One Participants to submit a Stage One Technical Proposal on the indicative technical parameters set out in this Stage One RFP and on the basis of such Stage One Technical Proposals determine means of improving the viability of the Project, and to formulate a finalized comprehensive technical and financial criterion which will be reflective in the Stage Two RFP.
- 2.11.3 To assist in the process, the GoS shall invite Stage One Participants to provide their inputs in respect of the Project and its current parameters informed in this Stage One RFP. Based on the inputs received the GoS shall formulate the Stage Two RFP on which basis the Stage Two Financial and Technical Proposals shall be developed.



3. STANDARD PROPOSAL FORMS

3.1 INFORMATION CONCERNING THE STAGE ONE PARTICIPANT/BIDDERS

3.1.1 DESCRIPTION OF THE STAGE ONE PARTICIPANTS/BIDDER

Each Stage One Participant/Bidder must provide the following information:

- a. A detailed description of the Stage One Participant/Bidder, including:
 - Legal name;
 - Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
 - Incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Pakistan. If the Stage One Participant/Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.
- b. In case of a Consortium, the members of the Consortium shall enter into a binding Joint Bidding Agreement for the purpose of submitting the Stage One Technical Proposal and the Stage Two Technical and Financial Proposal. The Joint Bidding Agreement to be submitted along with the Stage One Technical Proposal and the Stage Two Technical and Financial Proposal, shall, *inter alia*:
 - convey the intent to form an SPV (with shareholding / ownership equity commitment(s) in the SPV in accordance with this Stage One RFP and the Stage Two RFP) which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Consortium;
 - clearly outline the proposed roles and responsibilities, if any, of each member (including each Member);
 - commit the minimum equity stake to be held by each Member;
 - commit that all of the Members (whose experience will be evaluated for the purposes of this Stage One RFP and the Stage Two RFP) shall subscribe to a cumulative of 100% of the paid up Class A Shares capital of the SPV and subscribe to the Class A Shares in the SPV. Further, it shall also commit that the members of the Consortium shall neither undertake nor shall they permit any Change in Ownership And/Or Control. Further, it shall also commit that no member of the Consortium shall, express with the prior written consent of the GoS, sell, transfer, convey or otherwise dispose its direct and/ or indirect, legal and/or beneficial ownership in the Class A Shares (or any part thereof);
 - provide for the members of the Consortium to undertake that they shall collectively submit/ include a statement to the effect that all Members of the Consortium shall



be liable, jointly and severally, for all obligations of the Concessionaire in relation to the Project until the expiry of the Defects Liability Period; and

- except as provided under this Stage One RFP and the Stage Two RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the GoS.
- c. In case of a single Stage One Participant/Bidder (not being a Consortium), it must provide with an undertaking that it shall be liable for all obligations of the Concessionaire in relation to the Project until the expiry of the Defects Liability Period. Further, in case of a single Stage One Participant/Bidder, the Stage One Participant/Bidder shall neither undertake nor shall it permit any Change in Ownership And/or Control. Further, in case of a single Stage One Participant/Bidder (not a Consortium), the Stage One Participant/Bidder shall not, express with the prior written consent of the GoS, sell, transfer, convey or otherwise dispose its direct and / or indirect, legal and/or beneficial ownership in the Class A Shares (or any part thereof).
- d. Annual audited financial statements for the past 3 years. These financial statements must be provided for each Member and Participant of the Stage One Participant/Bidder, or for their parent company, if the latter is acting as the Member or Participant's guarantor.
- e. Complete profile of the Stage One Participant/Bidder, including all the previous transactions it has undertaken in the similar field, particularly highlighting all such projects involving and/or undertaken for the GoS by the Stage One Participant/Bidder in any manner whatsoever.

3.1.2 ROLES OF MEMBERS AND PARTICIPANTS

Each Stage One Participant/Bidder must describe in detail the individual roles of their Members and Participants, as well as the nature of their planned legal relationships between them. They must also produce a complete corporate organizational chart depicting interrelationships.

3.1.3 ROLE OF KEY INDIVIDUALS

The Stage One Participant/Bidder must describe in detail the roles of Key Individuals by drawing up one or more organizational charts for the various stages (design, construction, operation, etc.), indicating each person's function and relationships during these stages, including the roles of Key Individuals.

3.1.4 INTELLECTUAL PROPERTY RIGHTS

The Stage One Participant/Bidders must provide a list of intellectual property rights together with the assignments and transfers and the licenses of intellectual property rights for all concepts, ideas and property developed or incorporated, in any manner, in the Stage One Participant/Bidder's Stage One Technical Proposal and the Stage Two Technical and Financial Proposal, including copyright, inventions and other intellectual property rights and in respect of which it is or is not the owner of the intellectual property rights.



3.1.5 SUPPORTING INFORMATION & DOCUMENTATION

Each Stage One Participant/Bidder may submit any other supporting information or documentation that may assist the TFEC in the evaluation process and the same may be annexed to the Proposal.

3.2 BID SECURITY

3.2.1 A Stage Two Technical and Financial Proposal submitted in response to a Stage Two RFP, submitted by each Bidder must be accompanied by a Bid Security in an amount equal to 1% of the Project Cost (as set out by the Bidders in the Bid), in Pakistani Rupees, which shall remain valid for a period of twenty-eight (28) days beyond the Bid Validity Period. The Bid Security must be in a form and substance as attached hereto as **ANNEXURE D**. It is clarified that there is **no** requirement for the Stage One Participants to submit a Bid Security with the Stage One Technical Proposal in response to this Stage One RFP.

3.2.2 The Bid Security submitted by the unsuccessful Bidders shall be released to the unsuccessful Bidders upon signing of the Concession Agreement or upon the expiry of the validity period of the Bid Security.

3.2.3 Any Stage Two Technical and Financial Proposal/Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than that required or other than in the form of a commercial bank guarantee or from a commercial bank not acceptable to the GoS or from a commercial bank that does not have a minimum credit rating of at least 'A' as rated by JCR VIS or an equivalent rating by PACRA or in the form as required by the Stage Two RFP shall be, in each case, rejected by the GoS as non-responsive. It is further clarified that **no** Bid Security in the form of insurance guarantee shall be entertained.

3.2.4 The Bid Security/Construction Performance Security (as applicable) may be encashed by the GoS in the following circumstances:

- a. In the case of the Preferred Bidder, if it fails within the specified times to:
 - comply with the instructions laid down in the Letter of Intent within the time period stipulated therein;
 - furnish the necessary Construction Performance Security when required;
 - sign the Concession Agreement;
 - achieve all the Conditions Precedents agreed in the signed Concession Agreement including but not limited to achieving Financial Close and the detailed design of the Project.
- b. In the case of a Preferred Bidder, in accordance with the Concession Agreement;
- c. In case the Bid Security expires prior to the date falling twenty-eight (28) days beyond the Bid Validity Period;



- d. In case of an occurrence of a Concessionaire's event of default in terms of the Concession Agreement; and / or

3.3 INFORMATION CONCERNING THE DEVELOPMENT OF THE TECHNICAL PROPOSAL

- 3.3.1 Stage One Technical Proposals submitted by Stage One Participants must contain all of the items specified in this Stage One RFP (including Section 3.5 (*List of Standard Proposed Technical Forms*)) and must adhere to the format described herein.
- 3.3.2 The Stage One Technical Proposals will provide the GoS with the means for assessing the Stage One Participants ability to comply with the indicative Technical Specifications set out in this Stage One RFP. On the basis of the Stage One Technical Proposals and inputs received from the Stage One Participants the GoS shall develop the Stage Two RFP in which the finalized Technical Specifications shall be illustrated.
- 3.3.3 Stage Two Technical and Financial Proposals submitted by Bidders must contain all of the items specified in the Stage Two RFP and must adhere to the format described therein. In addition, Bidders must ensure that their revised technical proposal is consistent with their financial proposal.
- 3.3.4 The revised technical proposal will provide the GoS with the means for assessing the Bidder's ability to comply with the revised Technical Specifications issued in the Stage Two RFP.

3.4 INFORMATION CONCERNING THE DEVELOPMENT OF THE FINANCIAL PROPOSAL

- 3.4.1 The Stage One Participants are expected to submit their Stage One Technical Proposal in conformity with the indicative technical parameters illustrated in the Stage One RFP, in preparation of the Stage One Technical Proposal, the Stage One Participants shall refer to the indicative financial criteria as specified in Section 3.5 (*Format of Financial Proposal*). It is clarified that Stage One Participants when preparing their Stage One Technical Proposal shall **not** submit a financial proposal in response to this Stage One RFP.
- 3.4.2 It is currently envisioned that the Project shall be structured as provided in section 4.3.1. However, due to the complexity of the Project, Stage One Participants shall have the opportunity during the consultations rounds with the GoS to provide their comments, revisions, recommendations and inputs in respect of the financial structure and the development of Project. Based on the results of the consultation rounds, the GoS shall issue the Stage Two RFP with such finalized financing structure as it deems appropriate.
- 3.4.3 The financial proposal submitted in respect of the Stage Two Technical and Financial Proposal shall be prepared in accordance with the requirements set out in the Stage Two RFP.



3.5 FORMAT OF FINANCIAL PROPOSAL

The format of financial proposal will be provided in the Stage Two RFP.



3.6 LIST OF STANDARD PROPOSAL TECHNICAL FORMS

The standard forms for the technical proposal are provided in Annexure J.

FORM – J1	Basic Information Form
FORM – J2	Historical Non-Performance, Black Listing and Pending Litigation
FORM – J3	Financial Situation
FORM – J4	Current Contract Commitments / Works in Progress
FORM – J5	Details of Contracts of Similar Nature and Complexity completed over last 20 years
FORM – J6	List of Key personnel
FORM – J7	CVs of proposed expert
FORM – J8	Plant & Equipment
FORM – J9	Comments by Stage One Participants
FORM – J10	Detailed Plan for achieving financial close.

Any additional information that may be necessary for the Stage One Technical Proposal.



4. TERMS OF REFERENCE

4.1 PROJECT DESCRIPTION

Khairpur, with an annual date production of around 250,000 metric tons, is the single largest date producing district in Pakistan. In addition to the local production, dates produced in other major production centres of the country like Turbat and Panjgoor in Baluchistan and Dhakki in Khyber Pakhtunkhwa are also brought to Khairpur and adjoining Sukkur for wholesaling purposes. Such large volumes warrant efficient infrastructure to cater to the trading and other logistical needs of producers and traders.

Wholesale market is the most important link in the supply chain of any agricultural produce. However, poor logistics and infrastructure facilities in Khairpur with respect to wholesaling of dates have seriously restricted the development of this extremely high potential crop. The existing date wholesale market of Khairpur is incapable of supporting the large trade volumes taking place during the peak season as the current physical structure has serious flaws in its design, size and location. There are multiple regulatory as well as operational limitations that restrict upgrading the existing structure of the market. Many other horticulture products such as banana, mango, guava and host of fresh vegetables also grow in the region. Like dates none of the other horticulture products produced in the area have any decent wholesaling facility.

In the above background, Agriculture Supply & Prices Department, Government of Sindh (the “Procuring Agency”) is desirous of encouraging the establishment, in a new location, of a horticulture wholesale market catering for large scale buying and selling transactions involving primarily dates, and also catering for wholesale dealing in a number of other horticulture products. The Procuring Agency also wishes to ensure that the new facility is developed and operated on international standards and should be able not only to overcome the existing pitfalls, but should also become a strong turning point in strengthening the entire supply chain of date crop which should ideally also lead to quality investors entering the business of date processing and exports.

The proposed project is being undertaken under the Public-Private Partnership (“PPP”) mode. Under this arrangement, the Procuring Agency will provide to the Concessionaire land and certain other concessions for the Project as outlined below and to be further elaborated in the Concession Agreement to be entered into between the Concessionaire and the Procuring Agency, pursuant to and in accordance with the provisions of which the selected Concessionaire shall be responsible to design, develop, engineer, finance, procure, construct, build, own, operate, maintain, market and, at the end of the Concession Period, transfer the Project to a nominee of the Procuring Agency.

4.2 Project Objective:

To facilitate systematic and organized wholesaling activity in dates and other horticultural and agricultural products of the Khairpur region.

4.3 Major Horticultural and Agricultural Products for the Project Market:

- a) Dates



- b) Bananas
- c) Vegetables
- d) Guavas
- e) Mangos

4.4 Main Stakeholders of the Project:

- a. Agriculture, Supply & Prices Department, GoS
- b. PPP Unit, Finance Department, GoS
- c. Project Concessionaire
- d. Commission Agents
- e. Growers
- f. District Government of Khairpur

4.5 Size of Project Land: 93 acres (approx)

4.6 Location of Project Land:

Land situated in Tando Nazar Ali, Taluka and District Khairpur

4.7 Concessions Provided for the Project:

Subject to the provisions of the Concession Agreement, the Procuring Agency will provide the following concessions to the Concessionaire for the Project:

- a. The Procuring Agency will provide to the Concessionaire as a condition precedent to the Concession Agreement, lease for 99 years of the Project land for development in accordance with the site master plan for the Project and use for the purposes of the Project (except for the area on which the Concessionaire will procure the construction of the Commercial Ancillary Project Facilities).
- b. all income generated from the Project shall be paid into the escrow account;

4.8 Major Conditions Applying to the Concessions for the Project:

- i. The Concessionaire shall be required to implement and operate & maintain the Project in accordance with this RFP and prepared/approved by the Procuring Agency. If a Bidder is of the view that the objectives of the Project can be achieved through a more efficient and/or commercially effective site master plan, such Bidder may propose variations to the initial site master plan after the Bidding Documents are first provided to Bidders by the Procuring Agency. The Procuring Agency will consider any variations proposed by the Bidders to the initial site master plan and may circulate a revised site master plan to the Bidders through the Revised Bidding Documents. Thereafter, the selected Bidder will be required to implement the Project in accordance with the initial Site Master Plan or, if Revised Bidding Documents are circulated to the Bidders by the Procuring Agency, the site master plan included in the Revised Bidding Documents.
- ii. The initial site master plan for the Project will contain the principal features shown below.



- iii. The Concession Period shall be 12.5 years commencing from the signing of the Concession Agreement, inclusive of a Financial Close period of 6 months and a post-Financial Close Construction Period of 2 years. At the end of the Concession Period, all the shareholders of the Concessionaire will be required to transfer, all their shares in the Concessionaire to a cooperative society nominated by the Procuring Agency. To secure their obligation to transfer their shares at the end of the Concession Period.
- iv. The Concessionaire will be required to manage and govern the affairs of the Project market through a market committee of shop owners or their representatives.

4.9 Principal features of Project Site for the Project:

- a) The Concessionaire shall be responsible to build and commission the following facilities during Concession Period in accordance with the site master plan and in accordance with the standards set out in the Concession Agreement:
- b) Administration block comprising of reception; common hall; administrative offices of the Concessionaire; 5 banks; post office; and internet facility.
- c) Dates section comprising of 235 shops of 500 sq feet each. Each shop in the dates section will be sold with associated floor space in an auction shed dedicated exclusively for dates of 800 sq feet and with associated dry storage space of 2,000 sq feet in a dry storage facility exclusively for dates.
- d) Vegetable and seasonal fruits section comprising of 104 shops of 500 sq feet. Each shop in the vegetable and seasonal fruits section will be sold with associated floor space in an auction shed dedicated exclusively for vegetable and seasonal fruits of 1,000 sq feet.
- e) Banana section comprising of 18 shops of 500 sq feet. Each shop in the banana section will be sold with associated floor space in an auction shed dedicated exclusively for bananas of 5,000 sq feet each.
- f) Cold store to accommodate at least 300,000 crates of dates. At least 20% of such cold storage space shall be completed and commissioned by the Concessionaire during the Construction Period.
- g) Separate auction sheds for date, banana and vegetable & seasonal fruits sections.
- h) Dry storage sheds for dates
- i) Separate shed for growers.
- j) Reserved space for a hotel. The Concessionaire will not be required to develop the said hotel as part of its obligations under the Concession Agreement but must utilise the space ear-marked for the hotel in the site master plan for the Project only for the development and operations of the said hotel.
- k) Mosques
- l) General stores



- m) Fire station
- n) Truck stand
- o) Restaurant
- p) Police post
- q) Medical Centre
- r) Common toilets
- s) Roads and car parks within the Project site
- t) Green areas within the Project site
- u) Underground and overhead water tanks
- v) Sewerage treatment plant
- w) Solid waste management plant
- x) Perimeter fencing

provided that the Concessionaire shall be allowed to sub-lease the Commercial Ancillary Project Facilities to Commercial Ancillary Facilities Sub Lessees on the terms of the CAF Sub Leases and the Concessionaire shall procure that such independent contractors and operators construct and operate the Commercial Ancillary Project Facilities in accordance with the Master Plan, this Agreement, the Standards and Specifications and Best Industry Practices.

Details regarding the various constructed areas of the Project, which will be constructed by the Concessionaire for the Project, are shown the following two pages.



Area Schedule - Main Building											
Date Section											
Quantity	Areas (m ²)										
Commission Agents	Shops		Auction Shed		Dry Storage		Cold Storage		Growers		Total
	Each	Total	Each	Total	Each	Total	Each	Total	Each	Total	
235	Each	Total	Each	Total	Each	Total	Each	Total	Each	Total	87,270
	50	11,750	75	17,625	187	43,945	42	9,870	4,080	4,080	
Banana Section											
Quantity	Areas (m ²)										
Commission Agents	Shops		Auction Shed		Dry Storage		Cold Storage		Growers		Total
	Each	Total	Each	Total	Each	Total	Each	Total	Each	Total	
18	Each	Total	Each	Total	Each	Total	Each	Total	Each	Total	26,204
	100	1,800	460	8,280			406	7,308	8,816	8,816	
Vegetable Section											
Quantity	Areas (m ²)										
Commission Agents	Shops		Auction Shed		Dry Storage		Cold Storage		Growers		Total
	Each	Total	Each	Total	Each	Total	Each	Total	Each	Total	
104	Each	Total	Each	Total	Each	Total	Each	Total	Each	Total	20,538
	50	5,200	75	7,800			42	4,368	3,170	3,170	
Grand Total	18,750		33,705		43,945		21,546		16,066		134,012



DETAIL AREA (M²)					
MAIN BUILDINGS	R.C.C BUILDINGS		SHEDS	COLD STORE	TOTAL
<u>DATE SECTION</u>	<u>11,750</u>		<u>65,650</u>	<u>9,870</u>	<u>87,270</u>
<u>BANANA SECTION</u>	<u>1,800</u>		<u>17,096</u>	<u>7,308</u>	<u>26,204</u>
<u>VEGETABLE SECTION</u>	<u>5,200</u>		<u>10,970</u>	<u>4,368</u>	<u>20,538</u>
TOTAL	18,750		93,716	21,546	134,012
ANCILLARY BUILDINGS					
	R.C.C BUILDINGS		SHEDS		
<u>EXECUTIVES OFFICES</u>	-	<u>45</u>	-	-	-
<u>COMMON HALL</u>	-	<u>186</u>	-	-	-
<u>RECEPTION AREA</u>	-	<u>83</u>	-	-	-
<u>MOSQUE</u>	-	<u>2,025</u>	-	-	-
<u>BANKS</u>	<u>950</u>	-	-	-	-
<u>DATE STORE</u>	-	-	<u>2,340</u>	-	-
<u>BANANA STORE</u>	-	-	<u>1,560</u>	-	-
<u>VEGETABLE STORE</u>	-	-	<u>1,560</u>	-	-
<u>RESTAURANT</u>	-	<u>300</u>	-	-	-
<u>30 ROOMS HOTEL</u>	<u>2300</u>	-	-	-	-
<u>FIRE STATION</u>	-	<u>335</u>	-	-	-
<u>MEDICAL CENTRE</u>	-	<u>390</u>	-	-	-
<u>POST OFFICE & INTERNET FACILITY</u>	-	<u>255</u>	-	-	-
<u>U.G. & O.H. TANK</u>	-	<u>162</u>	-	-	-
<u>SEWERAGE TREATMENT PLANT</u>	-	<u>2,379</u>	-	-	-
<u>SOLID WASTE MANGEMENT</u>	-	<u>2,379</u>	-	-	-
<u>POLICE POST</u>	-	<u>186</u>	-	-	-
<u>COMMON TOILETS</u>	-	<u>2100</u>	-	-	-
TOTAL	3,250	10,825	5,460	-	-



External Development	Area (m2)	R mt		
Roads, Pathways & Parking	170,000			
Green Area	49,153			
Perimeter Fencing		3,160		
Total	219,153	3,160		



ANNEXURES



ANNEXURE A – BASIC ELIGIBILITY CRITERIA

➤ **Registered Legal Entity**

All the members of the Consortium have to be registered companies/registered partnerships/sole proprietorships (proof of incorporation issued by the relevant regulatory authority and/or governmental organization also required).

➤ **Registration with Tax Authorities**

The Stage One Participant (in case of a Consortium, all members of the Consortium) must possess valid registration certificate from income tax authority (i.e. the NTN certificate) and Sindh Revenue Board (SRB), if applicable.

(Valid NTN certificate and tax returns filed for last three years to be attached and SRB certificate, if applicable.)

(Foreign entities if participating in the Bidding Process should submit tax certificate of their country duly attested by Pakistani Consulate/ Pakistan High Commission of their country).

➤ **Affidavit for government owned legal entities**

In case if the Stage One Participant, or any member of the Consortium is a government owned legal enterprise or institution, such Stage One Participant or its Member (as applicable) must establish that it is legally and financially autonomous and operating under commercial law.

(Stage One Participant, or any member of the Consortium, who are government owned legal enterprise or institution shall submit an Affidavit confirming that they are legally and financially autonomous and operating under commercial law);

Relevant Form: ANNEXURE K (*Affidavit*)

➤ **No conflict of interest**

The Stage One Participant, and any member of the Consortium, shall not have any Conflict of Interest.

“**Conflict of Interest**” means:

where the Stage One Participant and any member of the Consortium, provides, or could provide, or could be perceived as providing biased professional advice to the GoS to obtain an undue benefit for himself or those affiliated with him;

receiving or giving any remuneration directly or indirectly in connection with the Project except as provided in the Bidding Documents;



any engagement in consulting or other procurement activities of a Stage One Participant, and any member of the Consortium, that conflicts with his role or relationship with the GoS under the Project;

where an official of the GoS 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.

(Stage One Participant (in case of a consortium, the Lead Member, on behalf of each Member) shall submit an Affidavit for non-conflict)

Relevant Form: **ANNEXURE K**

➤ **Non- blacklisting**

The Stage One Participant, and any member of the Consortium, and its EPC Contractor, shall not be blacklisted.

“**Blacklisting**” means barring a Bidder, and any member of the Consortium, and its EPC Contractor, from participating in any future procurement proceedings by the GoS or any governmental entity

(Bidders (in case of a consortium, the Lead Member, on behalf of each member) and its EPC Contractor shall submit an Affidavit for non-blacklisting)

Relevant Form: **ANNEXURE J2** or **ANNEXURE K**

➤ **Litigation History**

All pending litigation against the Stage One Participant and any member of the Consortium, shall in total not represent more than fifty (50) % of the respective net worth, nor shall there be any litigation that prevents or materially impedes the Bidder and any Member of the Consortium from its obligations in respect of the Project and the terms of the Concession Agreement.

(The Stage One Participant (in case of Consortium, all members of the Consortium) shall provide details of the litigation or the Bidder (in case of Consortium, the Lead Member of the Consortium) and its EPC Contractor shall submit an Affidavit in case of no litigation on Rs. 100 Stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate/ Pakistan High Commission of their country)

Relevant Form: **ANNEXURE J2** or **ANNEXURE K**

➤ **Failure to Sign Contracts**

The Stage One Participant or its EPC Contractor shall not be under execution of a bid securing declaration for last 5 years.

(The Stage One Participant (including members of a Consortium) shall provide details of such failure to sign contracts or the Bidder (in case of Consortium, the Lead Member of the Consortium) and its EPC Contractor shall submit an Affidavit in case if not applicable on Rs.



100 Stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate/ Pakistan High Commission of their country)

Relevant Form: ANNEXURE J2 or ANNEXURE K

➤ **Experience in Agriculture or Construction related business**

The Stage One Participant (in case of Consortium, any member of the Consortium) should be experienced in the Agriculture / Construction related business for at least last 7 years.

➤ **Financial Situation/ Historical Financial Performance**

• **Average Annual Turnover**

The Stage One Participant shall have an average annual turnover of PKR 1,000 million or above for last three (03) years.

(the Bidders shall submit Audited Balance Sheet)

In case of a Bidder who is a consortium, any member of the Consortium must meet the criterion.



ANNEXURE B - TECHNICAL EVALUATION CRITERIA

Evaluation during second stage will be based on the criteria given in the succeeding paragraphs regarding the Bidder's financial soundness, experience record, personnel capabilities and equipment capabilities as demonstrated by the Bidder's responses in the forms attached to this RFP. Sub-contractor's experience and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. However, joint venture experience and resources shall be considered. Consortium or association of firms will be considered for similar treatment as in case of joint venture. The Technical Proposals of the Bidders will be evaluated as per the following criteria.

SR. NO.	CATEGORY	WEIGHTAGE/MARKS
1.	Financial Soundness	20
2.	Experience Record	35
3.	Personnel Capabilities	30
4.	Equipment Capabilities	10
5.	Methodology	5
	Total:	100

Important Note:

- *The Bidder must secure at least 70% in the overall category for technical proposal qualification.*

Further detailed criteria for each category is as follows:

Financial Soundness

Marks shall be awarded on the basis of the following criteria:

Sr. No.	Description	Maximum Marks	Points
i)	Average Net worth of the Bidder (or lead member in case of consortium) in the last 3 years	10	
	a) PKR 400 Million or higher		10
	b) PKR 325 Million – PKR 399.99 Million		8
	c) PKR 250 Million – PKR 324.99 Million		6



	<i>Simple average of Net worth (assets minus liabilities) of each of the past 3 years to be taken.</i>		
ii)	Average total annual turnover of the bidder (or lead member in case of consortium) in the last 3 years PKR 1,000 Million – above One mark for each increment of Rs. 500 million <i>Simple average of total turnover of each of the past 3 years to be taken</i>	10	7
	Sub - Total	20	

Expérience Record

Marks for experience shall be awarded on the basis of following qualifications:

SR. NO.	DESCRIPTION	MAXIMUM	POINTS
i)	Construction of civil works projects of at least PKR 1,000 Million each completed in last 10 years : a) 3 and above b) 2 projects c) 1 project • Details to be filled as per form below. • Examples may include construction of Commercial/Residential Real Estate, Hospitals, Schools, Universities etc	18	18 12 6
ii)	Construction of road projects of at least PKR 500 Million completed in last 10 years: a) 6 and above b) 5 projects c) 4 projects d) 3 projects e) 2 projects d) 1 project • Details to be filled as per form below.	12	12 10 8 6 4 2



	<ul style="list-style-type: none"> Examples may include Construction of Roads, Highways, etc. 		
iii)	<p>Construction of Agriculture Infrastructure having cost of at least PKR 250 Million in last 10 years:</p> <p>a) 3 and above b) 2 projects c) 1 project</p> <ul style="list-style-type: none"> Details to be filled as per form below. 	5	5 3 2
	Sub-total:	35	

Personnel Capabilities

Marks shall be awarded under this category using the following criteria:

SR. NO.	DESCRIPTION	MAXIMUM	
i)	<p>Graduate engineers registered with Pakistan Engineering Council or any other international body acceptable to Procuring Agency</p> <p>a) Construction Manager</p> <p>i. MSc Civil Engineering, 12 years experience, 8 years relevant experience or BSc / BE Civil Engineering, 16 years experience, 12 years relevant experience</p> <p>ii. MSc Civil Engineering, 10 years experience, 6 years relevant experience or BSc/ BE Civil Engineering, 14 years experience, 10 years relevant experience</p> <p>iii. MSc Civil Engineering, 8 years experience, 4 years relevant experience or BSc / BE Civil</p>	4	4 3 2



	Engineering, 12 year's experience, 8 years relevant experience		
	iv. MSc Civil Engineering, 6 years experience, 2 years relevant experience or BSc Civil Engineering, 10 years experience, 6 years relevant experience		1
	b) Project Manager	4	
	i. MSc Civil Engineering, 12 years experience, 8 years relevant experience or BSc/ BE Civil Engineering, 16 years experience, 12 years relevant experience		4
	ii. MSc Civil Engineering, 10 years experience, 6 years relevant experience or BSc/ BE Civil Engineering, 14 years experience, 10 years relevant experience		3
	iii. MSc Civil Engineering, 8 years experience, 4 years relevant experience or BSc/ BE Civil Engineering, 12 years experience, 8 years relevant experience		2
	iv. MSc Civil Engineering, 6 years experience, 2 years relevant experience or BSc Civil Engineering, 10 years experience, 6 years relevant experience		1
	c) Planning Engineer	4	
	i. MSc Civil Engineering, 10 years experience, 6 years relevant experience or BSc/ BE Civil Engineering, 14 years experience, 10 years relevant experience		4
	ii. MSc Civil Engineering, 8 years experience, 4 years relevant experience or BSc/ BE Civil Engineering, 12 years experience, 8 years relevant experience		3



	<p>iii. MSc Civil Engineering, 6 years experience, 3 years relevant experience or BSc/ BE Civil Engineering, 10 years experience, 6 years relevant experience</p> <p>iv. MSc Civil Engineering, 4 years experience, 2 years relevant experience or BSc Civil Engineering, 8 years experience, 4 years relevant experience</p>		<p>2</p> <p>1</p>
	<p>d) Site Engineers</p> <p>i. MSc Civil Engineering, 10 years experience, 6 years relevant experience or BSc/ BE Civil Engineering, 14 years experience, 10 years relevant experience</p> <p>ii. MSc Civil Engineering, 8 years experience, 4 years relevant experience or BSc / BE Civil Engineering, 12 years experience, 8 years relevant experience</p> <p>iii. MSc Civil Engineering, 6 years experience, 3 years relevant experience or BSc/ BE Civil Engineering, 10 years experience, 6 years relevant experience</p> <p>iv. MSc Civil Engineering, 4 years experience, 2 years relevant experience or BSc Civil Engineering, 8 years experience, 4 years relevant experience</p>	4	4 3 2 1
	<p>e) Material Engineer</p> <p>i. MSc Civil Engineering, 10 years experience, 6 years relevant experience or BSc/ BE Civil Engineering, 14 years experience, 10 years relevant experience</p>	4	4



	<p>ii. MSc Civil Engineering, 8 years experience, 4 years relevant experience or BSc/ BE Civil Engineering, 12 years experience, 8 years relevant experience</p> <p>iii. MSc Civil Engineering, 6 years experience, 3 years relevant experience or BSc/ BE Civil Engineering, 10 years experience, 6 years relevant experience</p> <p>iv. MSc Civil Engineering, 4 years experience, 2 years relevant experience or BSc Civil Engineering, 8 years experience, 4 years relevant experience</p>		<p>3</p> <p>2</p> <p>1</p>
ii)	<p>Diploma Engineers in Employment with the Firm</p> <p>a) Site supervisors (7 years relevant experience)</p> <p>b) Surveyor and lab technician (5 years relevant experience).</p> <p>c) Geologists with (10 Years relevant experience).</p>	<p>2</p> <p>2</p> <p>2</p>	<p>2</p> <p>2</p> <p>2</p>
iii)	<p>Financial Specialist</p> <p>a) Financial specialist (CA/ACCA/MBA/MSc (Preferably Major in Finance) /or equivalent), 7 years experience or BSc with 10 years of work experience</p> <p>b) Financial specialist (CA/ACCA/MBA/MSc (Preferably Major in Finance) /or equivalent), 5 years experience or BSc with 8 years of work experience</p> <p>c) Financial specialist (CA/ACCA/MBA/MSc (Preferably Major in Finance) /or equivalent), 4 years experience or BSc with 7 years of work experience</p>	<p>4</p>	<p>4</p> <p>3</p> <p>2</p>



	d) Financial specialist (CA/ACCA/MBA/MSc (Preferably Major in Finance) /or equivalent), 3 years experience or BSc with 5 years of work experience		1
	Sub-total:	30	

Note on Scoring Criteria:

- Engineers of the Bidders should be registered with Pakistan Engineering Council or any other international body acceptable to the Procuring Agency.
- Where more than one personnel is required for a particular category, points will be given when the minimum number is satisfied.
- In case, the degree/ qualification/ experience of an individual is not mentioned above then the TFEC reserves the right to award marks at its sole discretion on the basis of equivalence or number of years et al

Equipment Capabilities

Marks shall be granted on the basis of the following criteria for various kinds of equipment relevant for the Project:

a) Roads, Storm Water Drainage, Water Supply and Sewerage Works & Building Construction Works.

	EQUIPMENT TYPE CHARACTERISTICS	MINIMUM REQUIREMENT	MARKS
1	Surveying Equipments (including Total Station)	1 Set	0.5
2	Wheel Loading shovels/Excavator – 1 M ³	1	0.5
3	Hydraulic Excavator-1000 litre Backhoe Bucket	1	0.5
4	Motor Graders-125 h.p., hydraulic 12 ft Centre Blade	1	0.5
5	Dump Trucks 5m ³ cap.	4	0.5
7	Road Roller & Compaction Equipment	2	0.5
8	Asphalt Paver	1	1



9	Concrete Mixer 21/14	1	0.5
12	Dumpers 2 ton capacity	2	0.5
13	Pickups / Trucks	2	0.5
14	Water Browser	4	0.5
15	Form Work	1	0.5
16	Steel Shuttering including Scaffolding (15,000 Sft)	1	0.5
17	Wooden Shuttering (10,000 Sft)		
MAXIMUM POINTS			07

b) Electrification Works

	EQUIPMENT TYPE & CHARACTERISTICS	MINIMUM REQUIREM ENT	MARKS
1	Testing Equipment Set	1 Set	1
2	Hydraulic Crane for Poll Mounting	1	0.5
3	Generator (100 KVA)	1	1
MAXIMUM POINTS			03

Important Note:

- *Total of the Part (a) and Part (b) to be divided by 2 (two).*

v. Work Methodology: 05 marks

Detailed / Relevant: 05 marks

Substantially detailed: 03 marks

Sketchy & irrelevant: 00 mark

- 3.1.2 A Technical Proposal which is determined by the TFEC to be substantively non-responsive or as not meeting the evaluation criteria stipulated in Clause 3.1.1, shall be rejected.



ANNEXURE C

Main Project Facilities

Dates shops
Fruit & Vegetable shops
Banana shops
Common Hall
Roads and car parks within the Project site
Green areas within the Project site
Perimeter fencing
Reception area
Executive Offices
Fire Station
Police Post
Common Toilets
U.G. & O.H. Tank
Sewerage Treatment Plan
Solid Waste Management

Commercial Ancillary Project Facilities

Cold Storage for dates, fruits and vegetables
Banks
General Stores for dates, vegetables and fruits
Restaurant
Hotel
Medical Centre
Post Office
Internet facility



ANNEXURE D – BID SECURITY

....., 20...

To:

The Government of Sindh, [Insert Address] (the “Beneficiary”)

Guarantee No: _____ (the Guarantee)

Date of Issue: _____

Date of Expiry: _____

Guarantee Amount: _____

Name of Guarantor: _____

Name of Principal: _____

We, [●]¹, being the Guarantee issuing bank (the **Issuing Bank**) understand that the following party / parties have responded to the ‘Stage Two Request for Proposal’ issued by the Government of Sindh, dated [●] in relation to the ‘Khairpur Wholesale Dates Market’ project (as amended and/or supplemented from time to time) (the **Stage Two RFP**), by submitting their respective formal proposals / bids:

[Name of the Bidder], a [Insert legal status] existing under the laws of [Insert Country] having its [registered office OR place of business] located at [Insert address], (the **Bidder**, which expression includes its successors, assignees and transferees)

Further, We, the Issuing Bank, understand that pursuant to the Stage Two RFP, the Bidder is required to provide the Government of Sindh (the **Beneficiary**), a bid security in the form of a bank guarantee equal to PKR [●] and issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least ‘A-’ as rated by JCR VIS or an equivalent rating by PACRA).

The above premised, we (the **Issuing Bank**) hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence, document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or to any other entity or without any recourse or reference to the Stage Two RFP or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

¹Insert name of issuing Bank;



PKR [●]/- (Pakistani Rupees [●])
(the **Guaranteed Amount**)

at sight and immediately, provided however not later than 1 business day from the date of receipt of the Beneficiary's first written demand (the **Demand**) at the Issuing Bank's offices located at [●], such Demand referring to this Guarantee and stating the amounts demanded.

We, the Issuing Bank, shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon the submission of the Proposal by the Guarantor to the Beneficiary in response to the Stage Two RFP.

After having come into force, this Guarantee and our obligations hereunder will expire on the earlier of:

- (i) Proposal Deadline + [120 days] (the **Guarantee Original Expiry Date**) provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Guarantee Original Expiry Date, the Issuing Bank shall honour that Demand; or
- (ii) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

Upon expiry, this Guarantee shall be returned to the Guarantor in terms of the conditions stipulated under the Stage Two RFP. Multiple Demands may be made by the Beneficiary under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Beneficiary, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be prejudiced or affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

The Beneficiary may not assign / transfer or cause or permit to be assigned or transferred any of their rights, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.



If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the Pakistani law and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory(ies) to this Guarantee is/are our duly authorized officer(s) to execute this Guarantee.

This Guarantee and all rights and obligations arising from this Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts of Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

The issuance of this Guarantee is permitted according to the Pakistani law and the laws of the jurisdiction where this Guarantee is issued.

Authorized signatory: _____
Date: _____
Place: _____
Authorized signatory: _____
Date: _____
Place: _____



ANNEXURE E – POWER OF ATTORNEY

A. POWER OF ATTORNEY TO AUTHORIZE THE A PERSON TO SUBMIT THE PROPOSAL

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *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.*
- *Also, wherever required, the Stage One Participant (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Stage One Participant.*
- *This Power of Attorney shall be notarised with the Notary Public.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- *Please find below the form and substance of the Power of Attorney.*

“FORM OF POWER OF ATTORNEY FOR SIGNING OF STAGE ONE TECHNICAL PROPOSAL”

KNOW ALL MEN BY THESE PRESENTS, WE, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ holding [CNIC / Passport] Number _____ and presently residing at _____, who is presently employed with [us OR the Lead Member of our Consortium] and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for build, finance, operate, maintain and transfer the Project.

The **Project** that is being developed by the **Agriculture, Supply & Prices Department, Government of Sindh (“the Procuring Agency”)**, in association with the PUBLIC PRIVATE PARTNERSHIP UNIT, FINANCE DEPARTMENT, GOVERNMENT OF SINDH,, in accordance with the Request for Proposals issued by the Authority (as amended from time to time) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND WE hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power

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of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2018.

For & On Behalf of:

_____ (*name of the firm*)
By Its Duly Authorized Signatory

.....
(Signature)
(Name, Title and Address)

WITNESSES:

WITNESS 1:

WITNESS 2:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

SIGNATURE OF ATTORNEY

[NOTARISED]

.....
(Signature)
(Name, Title and Address of the Attorney)



B. POWER OF ATTORNEY TO AUTHORIZE THE LEAD MEMBER OF THE CONSORTIUM

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *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.*
- *Also, wherever required, the Stage One Participant (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Stage One Participant.*
- *This Power of Attorney shall be notarised with the Notary Public.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- *Please find below the form and substance of the Power of Attorney.*

“FORM OF POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM”

WHEREAS, the GOVERNMENT OF SINDH, through its **AGRICULTURE, SUPPLY & PRICES DEPARTMENT, GOVERNMENT OF SINDH (the GoS)** has invited bids from bidders for the ‘KHAIRPUR WHOLESALE DATES MARKET PROJECT’ (the **Project**) pursuant to the Stage One Request For Proposals issued by the GoS (as amended from time to time) and other related documents relating to the Project (the **Stage One RFP**);

WHEREAS, _____, _____ and _____ (each hereinafter referred to individually as a **Consortium Member** and collectively as **Consortium Members**) have formed a consortium (the **Consortium**) pursuant to a Joint Bidding Agreement dated _____ [Insert date of the Joint Bidding Agreement, as is required for each Consortium that bids for the Project] for bidding for the Project in accordance with the terms and conditions of the Stage One RFP;

AND WHEREAS, it is necessary for the Consortium Members to designate one of them as the ‘**Lead Member**’ with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

WE, _____, having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby



irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the ‘Competitive Selection Process’ and, in the event the Consortium is awarded the Concession, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the GoS, and/or any other governmental agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the GoS.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For: _____

(Signature)

(Name, Title and Address)

For: : _____

(Signature)

(Name, Title and Address)

For: : _____

(Signature)

(Name, Title and Address)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)



ANNEXURE F – COMMITMENT FORM

REQUEST FOR PROPOSALS
for the design, finance, operate, maintain and transfer of
Khairpur Wholesale Dates Market Project

[Date To Be Provided]

COMMITMENT FORM

A Commitment form must be completed by the Bidder and by each of its Members and Participants, and by Key Individuals who are not employees of the Bidder, a Member, or a Participant.

TO: GOVERNMENT OF SINDH

For sufficient good and valuable consideration, receipt of which is hereby acknowledged, we hereby agree to the following:

1. DEFINITIONS

Unless the context indicates otherwise, all capitalized terms and expressions used herein and in our Proposal have the meaning given to them in the RFP (*as defined herein below*).

2. GENERAL

We, the undersigned, acknowledge, confirm, and agree that:

- A) we have examined, read, and understood the Draft Concession Agreement (including its schedules) and **Volume 1** (including its schedules) respectively dated [*date to be provided*] and [*date to be provided*] as it relates to the Concession, as amended by way of addenda (collectively, the **RFP**); and
- B) we have satisfied ourselves that we have a full and complete understanding of the nature and location of the Project, as well as of the general and local conditions and the other conditions under which the Concession Agreement will be carried out.

3. PRICING

We confirm that all prices appearing in our Proposal are expressed in PKR, and represent aggregate prices that include all taxes except the general sales tax (GST).

4. REVISED AND FINAL PARTNERSHIP AGREEMENT

We declare and confirm that we are prepared to execute the revised and final Draft Concession Agreement, as modified by addendums, without any negotiation or amendment thereof, with the exception of minor changes to include features that are specific to the Proposal of the Preferred Bidder.



5. **FIRM AND IRREVOCABLE PROPOSAL**

Our Proposal constitutes a firm offer to the GoS, that is irrevocable and binding upon us, and that it cannot be withdrawn or amended until after a period of six months following the Proposal Deadline indicated in the RFP.

6. **PROPOSAL COMPLIANT WITH SUBMISSION REQUIREMENTS**

We declare and confirm that our Proposal satisfies and complies with the submission requirements indicated in the RFP, specifically including:

- the eligibility criteria;
- the commercial compliance evaluation criteria;
- the technical proposal compliance evaluation criteria;
- the financial proposal compliance evaluation criteria.

7. **RFP**

We acknowledge, confirm, and agree that our Proposal is subject to the terms and conditions of the RFP, including all disclaimer clauses and all limitation of liability clauses in favour of the Government of Sindh or any other party mentioned therein. In particular, we acknowledge, confirm, and agree that we are bound by the terms and conditions of the RFP.

8. **NO MATERIAL DETERIORATION**

We hereby declare and warrant that:

- with the exception of what is indicated in detail in a written document attached to this letter, our financial situation and our business operations have undergone no adverse material change since the date of the most recent financial statements submitted along with the Bid;
- with the exception of what is indicated in detail in a schedule attached to this letter, there is no action, suit, or proceeding pending against us, or, to our knowledge, after satisfactory investigation, imminent against us or legally concerning us, brought before or by any organization, tribunal, commission, board, agency, or federal, provincial, municipal, or other office, domestic or foreign, or brought before or by any arbitrator or arbitration board, that could, in the event of an unfavourable decision, have a material adverse effect on our solvency, liquidity, or financial situation; and
- with the exception of what is indicated in detail in a schedule attached to this letter, we are not aware of any reason for which an action, suit, or proceeding could be brought against us.



9. NO COLLUSION OR CONFLICT

In preparing and submitting our Proposal, we declare, warrant, and confirm that we have not discussed or communicated, either directly or indirectly, with any other Bidder, or with any officer, director, employee, consultant, advisor, agent, or representative of any other Bidder (including any Member, Participant, or Key Individual of the team of a Bidder), regarding the content, preparation, or presentation of its Proposal. Our Proposal has been submitted without any relation (including a relation solely in the form of a shareholding or other interest in the ownership of a Bidder or of a Member, Participant, or Key individual of the team of the Bidder, with the exception of a holding of less than 1% of the voting shares of any company whose shares are traded on a recognized stock exchange), knowledge, exchange, or comparison of information, or any arrangement with any Bidder or any director, officer, employee, consultant, advisor, agent, or representative of any Bidder (including any Member, Participant, or Key individual of the team of a Bidder).

We hereby declare, warrant, and confirm that we do not have any knowledge, either direct or indirect, of any Proposal of any other Bidder, and that we do not have any interest in any such Proposal, and that we have not concluded any agreement or understanding or any formal or informal arrangement that could result in our having such knowledge or interest prior to the submission of our Proposal.

With the exception of what is indicated in detail in a schedule attached to this letter, we hereby declare, warrant, and confirm that, to our knowledge, no real or apparent Conflict of Interest has arisen, exists, or is reasonably likely to arise in the future in connection with the submission of our Proposal in response to the RFP, or in connection with the delivery of the services required of the Private Partner.

We hereby declare, warrant, and confirm that we have no access to any confidential information belonging to the Government of Sindh, and that we are not in a position to take advantage of any right of access to such information (other than confidential information that the Government of Sindh may communicate to all Bidders).

10. FURTHER WARRANTIES

We hereby represent and warrant that all information, data and materials of any nature whatsoever provided by us in the Bid is true and accurate and not misleading in any nature.

We have made a complete and careful examination of the RFP and have received all the relevant information from the GoS, as required for the purposes of submission of the Bid. We further warrant that we have verified and understand all the information received from the GoS in connection with the RFP.

11. EVIDENCE OF AUTHORITY

We acknowledge that the Government of Sindh requires that each of the undersigned (other than a Key individual) provides evidence, in the form of a resolution in a form deemed acceptable by the Government of Sindh, that the person signing this Commitment Form on behalf of the undersigned has the authority required to do so and to bind the undersigned.



12. COPIES

This Commitment Form may be signed in multiple copies, each of which is deemed to be an original, and these copies together shall constitute a single instrument.

IN WITNESS WHEREOF we have signed this Commitment Form on [date to be provided].

Bidder:

(Name)

(Street address or postal box number)

(City, Province, and Postal Code)

Authorized signatory: _____

Name and title: _____
(Please type or print)

IF THE BIDDER IS A CONSORTIUM OR OTHER ENTITY:

Executed and delivered by: _____

[*NAME OF THE CONSORTIUM OR OTHER ENTITY] by its duly authorized representative, and by [**provide particulars on the signature**]:

[NAME OF BIDDER *]

(Authorized signatory)

(Authorized signatory)



Each of the undersigned hereby:

- acknowledges that the Bidder has signed the above-mentioned Commitment Form;
- acknowledges and confirms that he has read, reviewed, and understood each of the provisions of the Proposal, that he accepts them, and that the Proposal has been submitted with his consent;
- confirms and agrees that the provisions of Sections 2, 8, 9, 10, 11, and 12 apply to him, with such modifications as the circumstances require.

EXECUTED on _____.

Member: _____
(Name)

Name and title: _____
(Please type or print)

Authorized signatory: _____
(Name)

Name and title: _____
(Please type or print)

Participant: _____
(Name)

Name and title: _____
(Please type or print)

Authorized signatory: _____
(Name)

Name and title: _____
(Please type or print)

Key individual*: _____
(Name)

Name and title: _____
(Please type or print)

* Applicable to Key Individuals who are not employees of the Bidder, a Member, or a Participant



ANNEXURE G - DECLARATION

We the undersigned return this RFP submission, the Proposal and its appendices, and acknowledge that we are bound by its content.

We confirm that we are fully conversant with the requirements of the GoS and the subject matter of the procurement exercise as set out in the RFP.

By submitting a Proposal, we represent and warrant to the GoS that our Proposal has been prepared, relies and has been submitted solely on investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, and assessments independently undertaken, formulated, obtained, and verified by us and our team members and not in any way upon any action or omission, the scope, timeliness, accuracy, completeness, relevance, or suitability of any Information. We further warrant that we understand all aspects of the RFP and its governing rules including but not limited to the evaluation criteria laid down in this RFP and that the same is in line with the Sindh Public Procurement Rules, 2010.

We warrant that the details of this submission in response to the RFP have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organization.

We acknowledge that the GoS is not bound to proceed with the procurement exercise and reserves the right at its absolute discretion to accept or not accept any Proposal submitted and thereafter invite any Preferred Bidder to enter into a Concession Agreement for the delivery of the Project.

We certify that we have full power and authority to submit this response to the RFP and that this is a bona fide submission in response to the RFP.

Signed for and on behalf of (Bidder/consortium member)

Signature:

Position:

Name:

Address:

Power of attorney attached: (YES/NO)

Date:

(Please return this declaration on your company's letter head.)



ANNEXURE H - NON-DISCLOSURE AGREEMENT

[To be printed on Company letterhead of the Bidder or, in case of the Consortium, the Lead Consortium Member]

STRICTLY PRIVATE & CONFIDENTIAL

[Insert Date]

To:

THE PROJECT MANAGER,

AGRICULTURE, SUPPLY & PRICES DEPARTMENT,

GOVERNMENT OF SINDH,

Project , Khairpur Wholesale Dates Market Project

Address: [●].

From:

M/s _____ [Insert legal name of Bidder]

_____ [Insert Address of Bidder],

(the **Bidder**).

RE: CONFIDENTIALITY AGREEMENT

Dear Sir

This letter sets out the terms and conditions governing disclosure and exchange of Confidential Information (including proprietary information) between the Government of Sindh (the **GoS**) and the Bidder whereby Bidder intends to explore the possibility of entering into a Concession Agreement for the build, finance, operate, maintain and transfer of the Project which means the [●] as more particularly described and indicated in the Terms of Reference.

“**Confidential Information**” means all documents, software, reports, data, records, forms and other materials provided to the Bidder by the GoS or their advisors pursuant to this Agreement:

- that have been marked as confidential;
- whose confidential nature has been made known; or
- that due to their character and nature, a reasonable person under like circumstances would treat as confidential.
- "Confidential Information" shall not include information that:
 - is or becomes publicly known through no wrongful or unlawful act of Bidder;



- is already in Bidder’s possession prior to its disclosure by GoS;
- is independently developed by Bidder without the benefit of confidential Information provided by GoS;
or
- is received by Bidder from a third party not known to GoS to be under any restriction or an obligation of confidentiality.

In consideration of being provided with the Confidential Information, Bidder hereby agrees with GoS on the following terms:

1. The Confidential Information will be used by Bidder solely to explore the possibility of entering into a Concession Agreement with the GoS for the Project (the **Stated Purpose**) and will be kept confidential and will not be disclosed, in whole or in part to any other person, except that the Confidential Information or portions thereof may be disclosed to those of the partners, directors, officers and employees (collectively, the **Representatives**) of Bidder who need to know such information for the Stated Purpose (it being understood that those Representatives will be informed of the confidential nature of the information.).
2. Bidder shall not be deemed to be in breach of this Agreement for any disclosure of Information in confidence to its professional advisers or insurers or as may be required by law or any regulatory authority or professional practice requirements.
3. This Agreement shall continue for three year from the date of this Agreement unless and to the extent that GoS may release it in writing.
4. This Agreement shall be governed by and construed in accordance with the Pakistani law and both parties submit to the exclusive jurisdiction of the Pakistani courts.

Please indicate your acceptance of the terms of this Agreement by signing this Agreement in the space indicated at the end.

For & On behalf of
[Insert Name of Bidder]

.....
(Signature)
Name: [Insert name of Authorized Representative of Bidder or, in case of Consortium, of the of Authorized Representative of the Lead Member]
Designation:

WE HAVE READ THIS AGREEMENT FULLY AND CONFIRM OUR AGREEMENT WITH ITS TERMS.

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For and on behalf of
GOVERNMENT OF SINDH

.....

Name:.....
Designation: **PROJECT MANAGER**, Government of Sindh,
Agriculture, Supply & Prices Department, Khairpur Wholesale Dates Market
Address: [●].



ANNEXURE I – INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE BIDDERS

CONTRACT NUMBER: _____

DATED: _____, [●]

CONTRACT VALUE: _____

CONTRACT TITLE: CONSTRUCTION AND OPERATIONAL SERVICES FOR BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER THE KHAIRPUR WHOLESALE DATES MARKET UNDER PPP MODE

[Bidder] 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 (the GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (i.e. the GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Bidder] represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from the GoS, except that which has been expressly declared pursuant hereto.

[Bidder] 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 the GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty.

It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the GoS under any law, contract or other instrument, be voidable at the option of the GoS.

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



**Acknowledged, Accepted & Agreed
For & On Behalf of:**

**AGRICULTURE, SUPPLY & PRICES
DEPARTMENT, GOVERNMENT OF SINDH,
through its duly authorized signatory**

.....
(Signature)

NAME:

DESIGNATION:

**Acknowledged, Accepted & Agreed
For & On Behalf of:**

**[INSERT NAME OF BIDDER], through its
duly authorized signatory**

.....
(Signature)

NAME:

DESIGNATION:



ANNEXURE J - TECHNICAL FORMS

FORM J-1
BASIC INFORMATION FORM

Each firm or member of a JV must fill in this form

Basic Information Form (Company Profile)

All individual firms and each partner of a joint venture applying for prequalification are requested to complete the information in this form.

1.	Name of firm (legal): (In case of Joint Venture (JV), legal name of each member)
2.	Nature of Business: (Whether the firm is a Corporation, Partnership, Trust etc.) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust etc.)
3.	Head Office address:
4.	Telephone : Fax Number: E-mail address:
5.	Place of Incorporation/Registration: Year of Incorporation/Registration:
6.	Applicant's authorized representative: Telephone Fax numbers: E-mail address:
7.	NATIONALITY OF OWNERS
	Name: Country:



FORM J-2
HISTORICAL NON-PERFORMANCE, BLACK LISTING AND PENDING LITIGATION

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur within the last two (02) years prior to the deadline for bid submission based on all information on fully settled disputes or litigation (Affidavit to be provided)			
<input type="checkbox"/> Contract non-performance during the stipulated period,			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Black Listing
<input type="checkbox"/> Bidder shall not be black listed by government/semi government/autonomous/private organizations (Affidavit to be provided)

Failure to Sign Contract

Bid Security Declaration
<input type="checkbox"/> Bidder shall not be under execution of a Bid-Securing Declaration (Affidavit to be provided)

Conflict of Interest: Attach Affidavit

Pending Litigation			
<input type="checkbox"/> No pending litigation (A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted) (Affidavit to be provided)			
<input type="checkbox"/> Pending litigation (All pending litigation shall in total not represent more than 50% of the Bidder's net worth and shall be treated as resolved against the Bidder)			
Year	Outcome as Percent of Total Assets	Outcome as Percent of Total Assets	Total Contract Amount (PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	



FORM J-3 FINANCIAL SITUATION

Financial Data for Previous 3 Years

Information from Balance Sheet

	Year 1	Year 2	Year 3
Total Assets			
Total Liabilities			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues of Construction			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
 - NTN certificate must be attached
 - Tax return filed must be provided
 - Foreign firms if participating in the bidding process should submit NTN Certificate of their country duly attested by Consulate of their country



FORM J-4
CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [PKR/month]
1					
2					
3					
4					
5					



**FORM J-5 DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY COMPLETED OVER LAST
20 YEARS**

(A) For Construction

Sr. No.	1	2	3	4	5
Name of Contractor:					
Country:					
Province & Location					
Name of Procuring Agency with Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Contractor Role (Mention: Sole, Sub Contactor or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion:					

(B) For Design

Sr. No.	1	2	3	4	5
Name of Consultant:					
Country:					
Province & Location					
Name of Procuring Agency with Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Consultant Role (Mention: Sole, Sub Consultant or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion:					



FORM J-6 LIST OF KEY PERSONNEL

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in technical evaluation criteria.

Sr. No.	Title of Position	Name
1		
2		
3		



FORM J-7 CVs OF PROPOSED EXPERT

CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS

1. Proposed Position: _____

2. Name of Expert & PEC Registration no _____

3. Name of Firm: _____

4. Current Residential address: _____

Telephone No: _____ Fax No: _____

E-Mail Address: _____

5. Date of Birth: _____ Citizenship: _____

6. Qualification: _____

7. Work Experience: Summarize professional experience in reverse chronological order.
Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant technical and management experience

Certification:

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

Signature of the Candidate:

Place:

Date:



FORM J-8 PLANT & EQUIPMENT

Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment whether owned/ leased/ rented listed in Evaluation and Qualification Criteria.

A. Equipment Capabilities (owned by the contractor/firm)

Sr. No	Name of Equipment	Name of Manufacturer	Model and power rating	Capacity	Year of Manufacture	Current Location
1						
2						
3						
4						
5						
6						
7						
8						
9						

Note: Provide copies of ownership of Equipment

B. Equipment Capabilities (leased/rented by the contractor/firm)

Sr. No	Name of Equipment	Mention whether leased or rented	Name of Owner	Address of owner	Contact name and title with Telephone Fax & Email of the owner	Agreements Details of rental/ lease/ manufacture agreements specific to the project
1						
2						
3						
4						
5						
6						
7						
8						
9						

Note: Provide copies of lease agreement/rent agreement



**FORM J-9
COMMENTS BY STAGE ONE PARTICIPANTS**

In response to this Stage One RFP, the GoS invites comments from the Stage One Participants on the following matters:

- A. Technical Evaluation Criteria
- B. Financial Evaluation Criteria
- C. Concession Agreement
- D. Government Supports
- E. Financing (Capital) Structure
- F. Project Timelines
- G. Miscellaneous



**FORM J-10
DETAILED PLAN FOR ACHIEVING FINANCIAL CLOSE**

In response to this Stage One RFP, the Stage One Participants are advised to provide a detailed plan (not more than 2 pages) for achieving the financial close.



ANNEXURE K - AFFIDAVIT

NOTES FOR EXECUTION OF AFFIDAVIT

- *The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down by the applicable law and the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Affidavit for the delegation of power hereunder on behalf of the Bidder.*
- *This Affidavit shall be notarised with the Notary Public.*
- *For a Affidavit executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

Please find below the form and substance of the Affidavit.

AFFIDAVIT

Date: _____

[•]

[•]

[Address]

We, [*insert name of Bidder*] hereby represent and warrant that, as of the date of this letter [*name of Bidder/lead member of consortium/JV*], and each member of our consortium/JV (if applicable):

- a. is not in bankruptcy or liquidation proceedings;
- b. is not blacklisted by any governmental or non/governmental department/agency;
- c. has not been convicted of, fraud, corruption, collusion or money laundering;
- d. 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 Concession Agreement;
- e. [is legally and financially autonomous and operates under commercial law]²;

²Only relevant for the government owned legal enterprise or institution.



- f. [is no pending litigation which represents more than 50% of our net worth]³;
- g. [is not under any non-performance of a contract within last five years of the Proposal Deadline]⁴; and
- h. [has not failed to sign a contract with any procuring authority following award]⁵.

We have also attached proof of registration of each member, if applicable, from the relevant statutory authority.

Yours sincerely,

Signature of Authorized Signatory _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

³If applicable;

⁴If applicable;

⁵If applicable;



ANNEXURE L - MAIN COMPONENTS OF THE FINANCING PLAN AND THE FINANCIAL MODEL

Bidders must provide a detailed description of the proposed financial structure and financing instruments for the undertaking of the Concession. They must demonstrate that the proposed financing and financial projections are sufficient to cover all of the needs of the Concession during its term (including design, development, engineering, construction, building, operation, maintenance and marketing). Bidders must also provide a written undertaking to the Procuring Agency to achieve the Financial Close in accordance with Section 1.3 of the RFP.

General Information

- 1 The financing plan must include a description of the proposed financial structure, as well as the financing sources and instruments and the terms and conditions of the latter. The Procuring Agency expects that the financing plan will be at a sufficiently advanced stage of development to provide a very high level of confidence with respect to the likelihood of its realization following the announcement of the Preferred Bidder. The proportion and source of equity, loans (bank, bond, term finance certificates, sukuks or other), and other financing instruments must be established.
- 2 In order to minimize the risk at Financial Close, and to comply with the schedule proposed by the Procuring Agency, the latter will not accept a financing plan under which the Bidder proposes to rely on a best efforts underwriting arrangement to implement the Financial Close. As a result, any financial proposal that is submitted on this basis will be judged to be non-compliant.
- 3 The Concessionaire and the GoS are expected to inject an equity of 30% towards the total project cost. The remainder of 70 % of the funds will come in the form of shop bookings and bank debt and precedence shall be given to shop bookings.
- 4 The Preferred Bidder shall establish an O&M Reserve Account and Debt Servicing Reserve Account. The revenue (sale proceeds) from project shall cover following in order of precedence:
 - construction cost
 - O&M reserve (to meet O&M costs during Concession Period)
 - the debt servicing reserve (to pay-off debt principle and interest) and
 - revenue sharing between the parties.
- 5 The Class A shares dividends from the sale of shops will accrue over the tenure of the Project on straight-line basis.

Financing conditions – bank debt

With respect to the bank debt (bank, bond, term finance certificate, sukuk or any other type), the Financial Proposal must include a description of the following elements:

- the type and purpose of the bank debt;
- the amount of the financing and the currency;



- the detailed capital draw-down schedule;
- the principal repayment schedule should be equal amortization on a 4 year loan with 2 years of grace period and 2 years of repayment.
- For local financing the rate assumed should be based on 3-months KIBOR at 6% and should have an assumed spread of 2.50%.
- engagement fees, underwriting fees, commitment fees, breakage costs and other expenses should be included at a reasonable rate
- guarantees required;
- insurance for performance and payment guarantees required;
- reserve account and escrow account requirements (debt service, maintenance, etc.);
- financial ratios to be maintained and other requirements and restrictive clauses;
- events of default;
- step-in rights;
- hedging strategies proposed for mitigating the risks of interest rate, inflation, and exchange rate fluctuations, where applicable;
- conditions precedent;
- requirements pertaining to the due diligence review (the due diligence review should have been completed before submission of the Technical Proposal and Financial Proposal);
- any other restrictions, requirements, or conditions that could significantly influence the capacity of the Bidder to finalize the financing or to use the committed funds after the Financial Close;

Implementation of Financing

A Bidder must present the timetable that it plans to follow in order to effect Financial Close of the Concession by the deadline set out in the Concession Agreement, subsequent to its selection as the Preferred Bidder. This timetable must respect the timetable proposed by the Procuring Agency.

Robustness of the financing plan

The Bidder must provide a description of the robustness of its financing plan, including details concerning the management of principal risks (e.g.: interest rates, inflation, revenues, construction schedule, capital expenditures, operations, regular maintenance, etc.), among other things.

Summary of the Financial Bid Offer

A revised summary of the key elements of the Bid shall be provided by the Bidder. This statement shall include the following information:

- The Concessionaire's equity commitment
- The Present Value of Revenue Sharing
- Annual O&M Expenses amount (provided that there shall be no payment for Maintenance Expenses during the first year of operations.
- Debt repayment and servicing amount;
- A schedule of amendments that will be sought prior to the signing of the Concession Agreement (if any)
- A schedule of any other conditions that are attached to the Bid (if any)



FINANCIAL MODEL

Bidders must submit electronic (on CD) and hard copies of the complete and operational financial model used in preparing the Financial Proposal. This financial model must be accompanied by an assumptions book and an instruction booklet. Each Bidder is free to develop its financial model at its discretion, insofar as the model meets the criteria presented in this Section.

Structure of the Financial Model

The model must meet the following criteria:

- the financial model must be prepared on a monthly basis for the period ending at the Completion Date, and on monthly or quarterly basis thereafter
- the financial model must be properly constructed, and must have a professional appearance
- the financial model must be produced using Microsoft Excel 2007 or a later version
- the financial model must be in editable form
- every sheet must be formatted in such a way that the printed information is clear and legible
- the financial model must be presented in nominal PKR, without decimals
- the financial model must cover the entire term of the Concession Agreement
- the cells that contain manual inputs must be shown in blue
- no sheet or cell may be hidden, and the file must not be password-protected
- calculations must be sufficiently disaggregated that they can be followed logically on screen or on paper without having to examine the content of each cell
- a limited number of nested formulas (“if”) must be used
- if the financial model contains circular references, it must include a description of the locations of these references and the reasons why they are present. In addition, the circular references must be resolved, that is, the software must find a solution
- the conditions attached to the financing instruments must be those that are presented
- Bidders must use the following inputs in developing their financial models:
- the construction start date for the financial model must be January 2019;
- the closing date for the financial model must be December 2020;
- the discount rate applied to arrive at the proportionate present value of revenue share is 9%;
- Cost inputs during developing, designing, building, marketing, engineering, financing, procuring, constructing, owning, operating, maintaining and transferring of the Project

Outputs required

The financial model must contain at least the following output sheets:

- the sources and uses of funds in relation to the Project
- complete financial statements, including a balance sheet, an income statement, a statement of retained earnings, and a statement of cash flows. These financial statements must be prepared in accordance with International Financial Reporting Standards
- a summary sheet that contains the following elements:



- financial ratios, as requested by the Senior Lenders, which indicate the capital structure established in the financial plan, notably debt service coverage ratios, including the minimum ratio, the average ratio, and the ratio calculated over the term of the loan
 - Equity internal rate of (after-tax) return (“Equity IRR”)
- Project internal rate of (after-tax) return (“Project IRR”)

Flexibility required

The financial model must allow sensitivity analysis to be carried out using the following elements (but not limited to):

- variation in the rate of inflation during the Construction Period
- variation in the rate of inflation during the Operation Period
- variation in interest rates (expressed in basis points)
- variation (expressed in percentages) in capital expenditures and in O&M Expenses

Assumptions book

The assumptions book must set out the following elements in sufficient detail to allow users to obtain a clear understanding of the financial model:

- Capital and construction costs for the following categories (including all assumptions in respect of future inflation and the applicable method used for such calculations):
 - Date Section
 - Vegetable Section
 - Banana Section
 - Earthworks
 - Road pavement and markings
 - Drainage
 - Buildings
 - Ancillary Facilities required for operations
- Design, consultancy and project management fees, contingency costs and insurance costs
- O&M Expenses (including all assumptions in respect of future inflation and the applicable method used for such calculations) for the following categories:
 - Routine monitoring, patrolling and vehicle recovery costs
 - Costs associated with routine inspection and maintenance programmes
- Taxation
 - The Concessionaire shall be liable to pay at all times during the subsistence of the Construction Agreement, all taxes, levies, duties, cesses and all other statutory charges, dues, assessments or outgoings payable in respect of the Project, that may be levied by any Government Instrumentality.



- The Concessionaire’s obligations to taxation are clearly identified in the Concession Agreement.

Inflation to be used for indexation is to be assumed at 7% annually for uniformity between different Bidders’ model and O&M Expenses for the first year of full O&M (year 2 after construction completion) should not be more than 2% of the project construction costs

Instruction book

The instruction booklet must explain the various functionalities of the financial model in sufficient detail to allow users to maneuver it effectively. More specifically, the instruction booklet must include:

- instructions pertaining to the method for changing inputs
- instructions pertaining to the method for running the model after making changes to the inputs
- instructions pertaining to the method for printing the sheets contained in the model
- a summary of the sheets contained in the model and the information therein
- details concerning complex and/or unusual formulas
- instructions pertaining to the method for performing sensitivity analysis