



**GOVERNMENT OF SINDH
KARACHI DEVELOPMENT AUTHORITY**



**FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR
THE DEVELOPMENT OF MALIR EXPRESSWAY PROJECT PHASE I
UNDER PUBLIC-PRIVATE PARTNERSHIP MODE**

RESPONSE DOCUMENT NO. I

20th November 2024

Address: 8th Floor, Civic Centre Building, Block 14, Gulshan-e-Iqbal, Karachi.
Website: <http://www.kda.gos.pk/> **E-mail:** info@kda.gos.pk; ppp.fsta@gmail.com
Telephone: +92 21 99211017 **Fax:** +92 21 99222193

IMPORTANT NOTICE

The responses to prospective Bidders' queries document (**'Response Document No. I'**) is in furtherance to requests for queries/ clarifications received from the prospective Bidders in respect of Bidding Process relating to a feasibility study and transaction advisory services for development of Malir Expressway Project Phase I under public-private partnership mode (**'Assignment'**), being conducted pursuant to the Request for Proposal document dated 05th November 5, 2024 (**'RFP Document'**) floated by Karachi Development Authority, Government of Sindh (**'Procuring Agency'**) following the SPP Rules.

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

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

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

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

RESPONSE DOCUMENT NO. I

| SR. | RFP REFERENCE | PROSPECTIVE BIDDER'S QUERY/ COMMENT | PROCURING AGENCY'S RESPONSE/ CLARIFICATION |
|---|--|---|---|
| SECTION II – INSTRUCTIONS TO CONSULTANTS (ITC)/ BID DATA SHEET (BDS) | | | |
| 1. | ITC BDS Clause 9.2 | We respectfully request a reduction of the bid security from 5% to 2%, as was stipulated in the previous RFP. | No change. |
| 2. | ITC BDS Clause 16.4 | We request an extension of the submission deadline, i.e., 25 th November 2024, for at least two weeks. | No change. |
| 3. | ITC BDS Clauses ITC 18.1, 13.1, 6.1, 2.2 | Please mention if evidence of No Non Performing Contracts and litigation history is required on Rs. 100 or Rs. 200 stamp paper. | Bidder may provide such details on its official letterhead. |
| 4. | ITC BDS Clauses ITC 18.1, 13.1, 6.1, 2.2 | Appendix E is missing from the RFP. Kindly provide. | Bidder to prepare and submit documents checklist or list as part of the Technical Proposal. |
| 5. | ITC BDS Clause 18.1 | Can ongoing projects be added as experience or should it be completed projects. | Refer to the notes provided along with the criteria related to the experience. |
| 6. | ITC BDS Clause 18.1 | Under the category of general experience and relevant experience of the technical evaluation criteria, bidders are required to provide details of infrastructure development projects. Presently, “infrastructure” under the technical evaluation includes projects related to “canals, dams, power generation, sewerage, drainage, bridge, | No change. |

highway, motorways, communication, power, aviation, railroad, road, waste, tourism, urban development, water, civil works.”

However, Schedule I of the Sindh Public Private Partnership Act, 2010 defines infrastructure sectors more comprehensively, encompassing a broader range of areas, such as “housing, social welfare, educational facilities, education services, health facilities, health services, agriculture, horticulture, and livestock facilities and services,” etc.

As such, the current criteria which excludes other sectors of infrastructure as stated under Schedule I of the Sindh Public Private Partnership Act, 2010, is discriminatory, biased, discretionary, restrictive in nature and hence, in contradiction with the public procurement laws, which mandates that equal opportunities shall be provided to all bidder. Therefore, in light of the legal framework, it is requested that the definition of “infrastructure” within the technical evaluation criteria be expanded to align with all sectors as enumerated in the Sindh Public Private Partnership Act, 2010.