

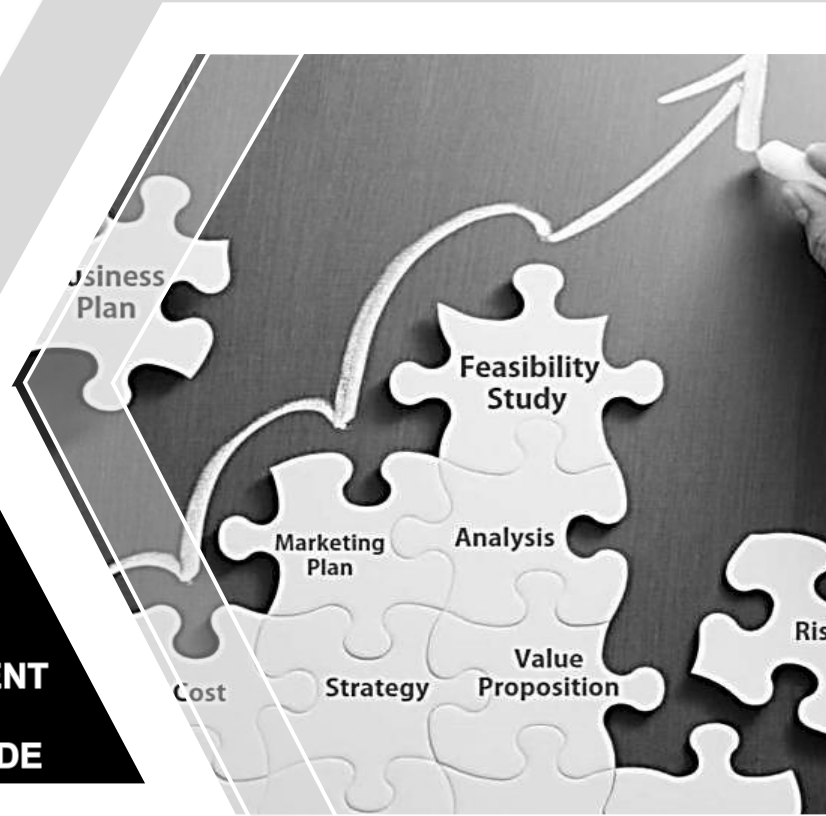


GOVERNMENT OF SINDH KARACHI DEVELOPMENT AUTHORITY

STANDARD PROCUREMENT DOCUMENT

REQUEST FOR PROPOSALS SELECTION OF CONSULTANTS

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



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

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

RFP Reference No.: CE(SDP)/EP/KDA/2024/25/2
Procuring Agency: Karachi Development Authority, Government of Sindh
Address: 8th Floor, Civic Centre Building, Block 14, Gulshan-e-Iqbal, Karachi.
Issued on: 5th November 2024

Important Notice

This Request for Proposal document ('**RFP Document**') is provided to the Bidders – individual firms or consortia as the case may be – solely for use in preparing and submitting their Bids in connection with the Bidding Process relating to the feasibility study and transaction advisory services for the development of Malir Expressway Project Phase-I under public-private partnership mode ('**Assignment**'). This RFP Document is being issued by the Karachi Development Authority, Government of Sindh ('**Procuring Agency**'), solely for use by the Bidders in considering the Assignment in accordance with the Sindh Public Procurement Rules, 2010 ('**SPP Rules**').

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

For this Assignment, the RFP Document was prepared by the Procuring Agency and then reviewed and approved by the Procuring Agency consultant selection committee constituted in accordance with 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 information contained herein or in any other document made available to a Person in connection with the Assignment's Bidding Process and the same shall have no liability for this RFP Document or any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of Bids. Neither any of these entities nor their employees, personnel, agents, consultants, advisors, contractors, etc., will be liable to reimburse or compensate the recipient for any costs, fees, damages, or expenses incurred by the recipient in evaluating or acting upon this RFP Document or otherwise in connection with Assignment as contemplated herein.

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

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

TABLE OF CONTENTS

Request for Proposal Document

Section I	Letter of Invitation.....	05
Section II	Instructions to Consultants.....	07
	Bid Data Sheet.....	26
	Eligibility Criteria.....	29
	Technical Evaluation Criteria.....	35
Section III	Technical Proposal – Standard Forms.....	41
Section IV	Financial Proposal – Standard Forms.....	52
Section V	Terms of Reference.....	64
Section VI	Conditions of Contract.....	79
	General Contract of Contract.....	81
	Special Conditions of Contract.....	93
	Draft Contract.....	96
Appendices	Standard Forms: Bid Security; Performance Security.....	101
	Appendix A – Integrity Pact.....	105
	Appendix B – Affidavit (non-blacklisting).....	106
	Appendix C – Power of Attorney.....	107

Section I – Letter of Invitation

RFP Ref No.: CE(SDP)/EP/KDA/2024/25/2
Karachi, dated the 5th November 2024

Karachi Development Authority (KDA), Government of Sindh (**'Procuring Agency'**) is seeking transaction advisory services for an Unsolicited Proposal (USP) based Malir Expressway Project Phase I, which is planned to be developed under the Public-Private Partnership (PPP) mode. This significant infrastructure project involves the construction of a new elevated 4-lane expressway, connecting the Karachi Port (East Wharf) with the Malir Expressway – Jam Sadiq Interchange. The project is intended to reduce traffic congestion, provide a seamless, obstacle-free route for the transport of goods from the port to industrial areas of Karachi as well as up country. The project aims to provide a solution to these challenges by creating a 12.5 km (approx.) direct connection between Karachi Port and under construction Malir Expressway Phase II.

The Procuring Agency envisions the project is an essential component of the broader strategy to modernize Karachi's road network, accommodate traffic volume, alleviate traffic congestion, and improve logistical efficiency. The expressway will also play a critical role in enhancing trade flows from the port, supporting the economic growth of the city, in collaboration with a reputable private sector organization(s) under design, finance, build, operate, maintain, and transfer, or any other suitable PPP modality, as found viable during project preparation or feasibility stage (**'Project'**).

In this regard, the Procuring Agency invites sealed bids from eligible bidders comprising technical, financial, and legal consultants to assess unsolicited proposal, including conducting a detailed feasibility study and provide transaction advisory services, considering the Project intended objectives, sustainability, viability, and value for money analysis following the Sindh Public Procurement Act, 2009, and the Sindh Public-Private Partnership Act, 2010, including rules, regulations, instructions, guidelines framed thereunder (**'Assignment'**).

The consulting **scope of services** concerning the Project under this Assignment includes, but is not limited to the:

- To thoroughly assess the USP along with documents submitted therewith and submit its report to KDA covering technical, financial (including VFM analysis), legal and environmental aspects for undertaking the Project.
- To provide transaction advisory services till the financial close if the USP is found viable and approved by the PPP Policy Board. If the Project as proposed under the USP is not found viable, then to undertake detailed technical, legal and financial feasibility studies and provide the transaction advisory services till the financial close.
- To assess the USP or undertaking the relevant surveys/studies encompassing a comprehensive evaluation of the Project's proposed infrastructure and technical requirements, a thorough review of the legal, institutional, and regulatory frameworks to identify potential bottlenecks and potential solutions, including necessary NOCs. Additionally, the assessment shall analyze various PPP options with different structuring and risk allocation matrices, develop, evaluate, and prioritize various

options through SWOT, CBA, VFM, NPV (economic and financial), and risk analysis to ensure sustainable objectives and provide the government with a clear-cut path forward regarding planning, institutional arrangement, transaction structure, financial viability, and socioeconomic and environmental viability of the proposed development.

- Prepare and deliver presentations and reports on the Projects-related documents before the PPP Policy Board and any other forum for seeking necessary approvals required under SPP Act, 2009, and Sindh PPP Act, 2010.
- Prepare bidding documents for solicitation of bids from private parties under the preferred PPP or any other suitable modality.
- Perform the tasks identified and described in RFP Document and proposed by the successful Bidder in Technical Proposal while collaborating closely with Project's key stakeholders, mainly the Procuring Agency, at all stages of Project's development.

The bidding procedure will be conducted through National Competitive Bidding using the Quality Cost Based Selection method as prescribed under Rules 15(2)(b) & 72(3) of SPP Rules and is open to all eligible bidders. The Contract will be awarded to a bidder whose bid found as the most advantageous bid, i.e., a bid attaining the highest combined weighted technical and financial score following the criteria set out in the RFP Document, subject to the Competent Authority's approval.

The prospective bidders may seek further information by obtaining the RFP Document free of cost with effect from 5th to 24th November 2024, either (a) physically, by submitting a written application during office hours at the address given below or (b) electronically by downloading from websites of Procuring Agency www.kda.gos.pk <https://www.pppunitsindh.gov.pk/> or SPPRA <https://ppms.pprasindh.gov.pk/PPMS/>.

The bidders are required to submit bid comprising one (1) original Technical Proposal, one (1) original Financial Proposal, and one (1) soft copy of Technical Proposal (USB/DVD) containing supporting documents, as applicable and identified in the RFP Document, no later than 14:30 Hrs. PST on 25th November 2024 (**'Bids Submission Deadline'**) at submission address given below. Any bid received late will be rejected.

The bids (Technical Proposals) will be opened in presence of bidders' representatives, who may wish to attend on the Bids Submission Deadline at 15:00 Hrs. (PST) at the office address given below. However, in case of a public holiday announced by the Government or due to any unavoidable circumstances on Bids Submission Deadline, the bids will be received/ opened on the next working day at the same time and venue.

The bids submitted must remain valid for ninety (90) days effective from the Bids Submission Deadline and must be accompanied by a bid security equivalent to 5% of the total quoted bid price in the shape of a pay order/ demand draft/ bank guarantee, valid for twenty-eight (28) days beyond bid validity period, issued by a scheduled bank of Pakistan in favor of **'Karachi Development Authority'**.

The address referred to above for the RFP issuance and bids submission/ opening is:

Attention: Chief Engineer (SDP), Engineering Department

Address: 8th Floor, Civic Centre Building, Block 14, Gulshan-e-Iqbal, Karachi.

Phone: +92 21 99211017 **Fax:** +92 21 99222193 **Email:** ppp.fsta@gmail.com

Section II – Instructions to Consultants

Table of Contents

1. Definitions.....	8
2. Introduction.....	13
3. Conflict of Interest.....	14
4. Fraud and Corruption	15
5. Integrity Pact	17
6. Eligible Consultants	17
7. Eligibility of SubConsultants	17
8. Only One Proposal	17
9. Proposal Validity.....	17
10. Clarification and Amendment in RFP Documents.....	18
11. Preparation of Proposals	18
12. Language	18
13. Technical Proposal Format and Content	19
14. Financial Proposal.....	20
15. Taxes.....	21
16. Submission, Receipt, and Opening of Proposals	21
17. Proposals Evaluation.....	22
18. Evaluation of Technical Proposals.....	22
19. Evaluation of Financial Proposals.....	23
20. Negotiations	23
21. Technical Negotiations	24
22. Financial Negotiations	24
23. Availability of Professional Staff/ Experts	24
24. Award of Contract.....	25
25. Confidentiality.....	25

Section II – Instructions to Consultants

1. Definitions

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

- (j) **'Business Days'** means normal working days, excluding Saturday, Sunday, and any other days that are Government holidays.
- (k) **'Calendar Days'** or **'Days'** means days, including all holidays.
- (l) **'Conditional Bid'** means a Bid that substantially limits, modifies, or contravenes any of the terms and conditions, specifications, or any of the requirements of the RFP Document.
- (m) **'Conflict of Interest'** means (i) where a Bidder provides, or could provide, or could be perceived as providing biased professional advice to the Procuring Agency to obtain an undue benefit for himself or those affiliated with him; (ii) receiving or giving any remuneration directly or indirectly in connection with the Assignment except as provided in the Contract; (iii) any engagement in consulting or other procurement activities of a Bidder that conflicts with his role or relationship with the Procuring Agency under the Contract; (iv) where an official of the Procuring Agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner.
- (n) **'Consortium'** means consultants comprised of a group of two or more firms led by financial advisory firm (technical and legal firms being a consortium members) formed to submit a Bid.
- (o) **'Consultancy Service Agreement'** or **'Contract'** means an agreement, enforceable by law (including general and special conditions, specifications, drawings, and terms of reference or scope of the Assignment), to be executed between the Procuring Agency and the Bidder, whose Bid found as the Most Advantageous Bid pursuant to the selection method and criteria mentioned in the RFP Document in accordance with the SPP Rules.
- (p) **'Consultant'** means a professional who can study, design, organize, evaluate, and manage projects or assess, evaluate, and provide

specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, and nongovernmental organizations.

- (q) **'Detailed Design'** means the final design of a Project, based on which the Project construction/ development shall be undertaken by the concessionaire or the Private Party after the execution of the concession agreement.
- (r) **'Data Sheet'** means the document included with the RFP as Section II, which explains the Instructions to Consultants used to reflect the instant procurement Assignment conditions.
- (s) **'Eligible Bidder'** or **'Eligible Consultant'** means a Bidder who, after evaluation of Technical Proposal as per eligibility criteria and technical evaluation, stands qualified for opening and evaluation of Financial Proposal.
- (t) **'Financial Bid'** or **'Financial Proposal'** means the financial bid submitted by the Bidder in accordance with the RFP Document.
- (u) **'Financial Close'** means the stage where all loan agreements are executed with the lenders and equity is arranged by the Special Purpose Vehicle/ Company (SPV) of the private party (preferred bidder for implementation of the Project). The complete funding required to implement the Project is arranged at financial close with full satisfaction of conditions of a financing agreement for loan disbursement.
- (v) **'Foreign Company'** means any company or corporate body incorporated outside Pakistan that has a place of business or liaison office in Pakistan, whether by itself or through an agent, physically or through electronic mode, or conducts any business activity in Pakistan in any other manner.

- (w) **'Government'** means Government of Sindh.
- (x) **'International Financial Institution'** means a financial institution that has been established by more than one country, such as multilateral and regional development banks.
- (y) **'Instructions to Consultants'** means the document included with the RFP as Section II, which provides the Bidders with all information needed to prepare their Bids.
- (z) **'Key Professional Staff'** or **'Key Experts'** means the professionals proposed by the Bidder to undertake the Assignment.
- (aa) **'Letter of Award'** means a letter of award or acceptance of a Bid issued by the Procuring Agency to a Bidder whose Bid is found to be the Most Advantageous Bid in accordance with the criteria and other terms & conditions set forth in the RFP Document.
- (bb) **'Lead Member'** means Consortium financial member or financial advisory firm (being an enterprise, firm, or company), being a National Company and registered with the relevant authorities, as applicable, in Pakistan responsible to the Procuring Agency for leading and executing the entire Assignment.
- (cc) **'Letter of Invitation'** means the document included with the RFP as Section I containing the letter of invitation issued by the Procuring Agency among all the Eligible Bidders to solicit Bids in accordance with the SPP Rules.
- (dd) **'Most Advantageous Bid'** means (i) a Bid for services that, after meeting the eligibility or qualification criteria, is found substantially responsive to the terms and conditions set out in the RFP Document and (ii) evaluated as the highest ranked Bid based on the quality and cost, as further specified in the RFP Document.
- (ee) **'National Company'** means any enterprise, firm, or company set up or incorporated in Pakistan.

- (ff) **'Person'** means a consulting firm or entity (including sole proprietorship, partnership, public or private company or corporation incorporated in accordance with the applicable laws) or Consortium/ JV of such firms or entities formed in accordance with the RFP Document.
- (gg) **'PPP Policy Board'** means the Board constituted under Section 4 to perform the functions outlined under Section 5 of the Sindh Public-Private Partnership Act, 2010.
- (hh) **'Public Private Partnership'** or **'PPP'** means a contractual arrangement between the public and private sectors, built on the expertise and resources of each partner that best meets clearly defined public needs through appropriate allocation of resources, risks, and rewards.
- (ii) **'Private Party'** means a person who enters into a Public-Private Partnership Agreement with an Agency and includes a foreign government, or an entity owned or controlled by it, or its company incorporated under the laws of Pakistan.
- (jj) **'Procuring Agency'** or **'Agency'** means the department with which the selected Consultant or Bidder signs the Contract for the Services.
- (kk) **'Project'** means a project implemented as a Public-Private Partnership in one of the infrastructure sectors listed in Schedule I of the Sindh Public-Private Partnership Act, 2010.
- (ll) **'Proposals'** means the Technical Proposal and the Financial Proposal submitted by a Bidder in a separate and sealed envelope in accordance with the RFP Document.
- (mm) **'Request for Proposal'** or **'RFP'** means the bid document, including any addenda/ corrigenda, issued by the Procuring Agency for selection of Bidder in accordance with the SPP Rules.
- (nn) **'Response Document'** means a document issued by the Procuring Agency as clarification against the prospective Bidders' queries, if any

are received, in connection to the RFP Document in accordance with the SPP Rules.

- (oo) **'SPP Rules'** means the Sindh Public Procurement Rules, 2010, including instructions, guidelines, regulations, or orders relating to it made thereunder from time to time.
- (pp) **'Sub-Consultant'** means any Person to whom the Bidder subcontracts any part of Services in accordance with the RFP Document.
- (qq) **'Technical Bid'** or **'Technical Proposal'** means the technical bid to be submitted by the Bidder in accordance with the RFP Document.
- (rr) **'Terms of Reference'** or **'TOR'** means the document included with the RFP as Section V, which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Bidder, and expected results and deliverables of the Assignment.
- (ss) **'Unsolicited Proposal'** means a written proposal for a public-private initiative that is submitted by a private entity for the purpose of entering into an agreement with the Procuring Agency but that is not in response to a formal solicitation or request issued by the Procuring Agency as further defined under Rule 15(A) of SPP Rules.

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

2. Introduction

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

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

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

consulting services for such preparation or implementation.

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

Conflicting Relationship

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

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

4. Fraud and Corruption

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

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

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

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

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

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

10. Clarification and Amendment in RFP Documents

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

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

11. Preparation of Proposals

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

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

12. Language

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

**13. Technical
Proposal Format
and Content**

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

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

13.2 Depending upon the nature of the Assignment, the Consultant shall provide the following information on standard forms (provided in Section III of the RFP Document) using a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) as indicated in the Data Sheet:

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

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

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

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposal

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

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

15. Taxes

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

16. Submission, Receipt, and Opening of Proposals

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

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

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

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

that proposals to be sent through couriers should arrive a day before the deadline for submission.

17. Proposals Evaluation

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

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

18. Evaluation of Technical Proposals

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

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

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

- 18.2 After the technical evaluation is completed, the Procuring Agency shall notify the Consultants in writing that they have secured the minimum qualifying marks/ points, the date, time, and location, allowing a reasonable time for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial Proposals of those Consultants who failed to qualify the eligibility criteria or secure minimum qualifying marks/ points shall be returned unopened.

19. Evaluation of Financial Proposals

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

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

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

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

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

20. Negotiations

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

next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21. Technical Negotiations

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

22. Financial Negotiations

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

23. Availability of Professional Staff/ Experts

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

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

Section II – Instructions to Consultants

Bid Data Sheet

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

ITC Ref.	Description
ITC 2.1	<p>The Procuring Agency is: Karachi Development Authority Address: 8th Floor, Civic Centre Building, Block 14, Gulshan-e-Iqbal, Karachi. Web: https://www.kda.gos.pk E-mail: ppp.fsta@gmail.com Phone: +92 21 99211017</p> <p>The Assignment title is: Feasibility study and transaction advisory services for the development of Malir Expressway Project Phase I under public-private partnership mode</p> <p>The RFP reference no. is: CE(SDP)/EP/KDA/2024/25/2</p> <p>The Market approach is: National competitive bidding – open to all the Eligible Bidders (individual firms or Consortia)</p> <p>The Bidding Procedure: Single stage two envelope in terms of Rule 46(2) read with Rule 75(2) using the Quality and Cost Based Selection Method as prescribed under Rule 72(3) of the SPP Rules</p>
ITC 2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes – Technical and Financial Proposals, with a requisite number of copies as mentioned under ITC Clauses 16.2 & 16.3 of Data Sheet, must be submitted in separate and sealed envelopes.</p>
ITC 2.3	<p>A pre-proposal conference (pre-bid meeting) will be held: No</p> <p>Date: N/A Time: N/A Address: N/A</p>

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

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

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

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

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

ITC 9.1 The Proposals must remain valid for **ninety (90) days** effective from the Technical Bids' opening date or up to 22nd February 2025, whichever is later.

ITC 9.2 The original sealed Financial Proposal must contain a **bid security** equivalent to **5% of the total quoted bid price** in the form of a **Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee**, valid for a period of twenty-eight (28) days beyond bid validity period, issued by a scheduled bank in Pakistan in favor of '**Karachi Development Authority**'.

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

Attention: Chief Engineer (SDP), Engineering Department
Address: 8th Floor, Civic Centre Building, Block 14, Gulshan-e-Iqbal, Karachi.
City: Karachi
Phone: +92 21 99211017
Email: ppp.fsta@gmail.com

Note: The Procuring Agency will issue clarifications against the prospective Bidders' written queries if any are received within the time ('**Response Document**'). The Response Document(s) will be posted on the Procuring Agency's website, and the same will be communicated to the prospective Bidders who obtained the RFP Document directly from the Procuring Agency. The prospective Bidders are required to regularly access the websites to ensure seeking such updates relating to the Assignment; alternatively, the prospective Bidders may confirm their intention to Bid by sending an

email containing the subject **Malir Expressway Project Phase I** addressed at the email above for receiving updates issued by the Procuring Agency before the Bids Submission Deadline.

ITC 10.2 Any information deemed mandatory to extend the Bids Submission Deadline or amend the RFP Document after its issuance and before the Bids Submission Deadline shall be circulated through advertising notice in newspapers and posted on SPPRA and Procuring Agency websites per the SPP Rules. Similarly, the Procuring Agency will communicate this information among all the prospective Bidders following ITC Clause 10.1 above of the RFP Document.

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

ITC 13.1(a) **Maximum number Consortium total members shall be: Five (5)**

ITC 1.1(n)

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

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

ITC 13.2 **The format of the Technical Proposal to be submitted is:** A Full Technical Proposal (FTP) containing all the information, including a description of the approach, methodology, work plan for performing the Assignment, team composition, task assignments, work schedule, CVs of the proposed Key Professional Staff, Consultant's organization and experience, comments on the TOR and comments on the counterpart staff and/ or facilities.

Technical Proposal's submission in any other format may lead to the Proposal as non-responsive to the RFP Document requirements.

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

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

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

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

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

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

Attention: Chief Engineer (SDP), Engineering Department
Address: 8th Floor, Civic Centre Building, Block 14, Gulshan-e-Iqbal, Karachi.
City: Karachi
Phone: +92 21 99211017

The deadline for Proposal submission and opening is:

Date: 25th November 2024
Time: 14:30 Hrs. and 15:00 Hrs. (PST) (for submission and opening of the Bids, respectively)

Bidders shall not have option to submit Bids electronically. However, a Bidder, in case of any query or seeking further information relating to the RFP Document or Bidding Process, may communicate the same via email following the ITC Clause 10.1 of the Data Sheet.

ITC 18.1 **Eligibility Criteria:** The Bidder (individual firm or Consortium as the case may be) must qualify the following requirements as of the Bids
ITC 13.1 Submission Deadline for further assessment (**technical evaluation**
ITC 6.1 and marking):
ITC 2.2

- **Nationality:** Bidder (in case of Consortium, Lead Member being the financial advisory firm) must have been incorporated or set up in Pakistan as evidenced by its registration documents (Memorandum & Articles of Association or equivalent documents of constitution or association as applicable under the law);
 - **Registration:** Bidder (in case of a consortium, each member as *applicable*) must have valid registration with (i) Federal Board of Revenue (FBR); (ii) Sindh Revenue Board (SRB) or relevant tax authority; and (iii) Pakistan Engineering Council as Consulting Engineers;
 - **Active Taxpayer:** Bidder (in case of Consortium, each member as *applicable*) must be on the Active Taxpayer List of FBR and must have filed income tax returns during the last year;
 - **Power of Attorney and Consortium Agreement:** Bidder (in case of Consortium, each member) must submit a power of attorney, as required by the RFP Document, for the authorized person nominated to sign the documents. In addition, the Bidder (in case of Consortium only) must submit the Consortium Agreement along with the Bid submitted to the Procuring Agency;
 - **Financial Turnover:** Bidder must have an average annual financial turnover of at least PKR 150 million during the last three years, as verifiable from the financial statements audited by a certified chartered accountant in Pakistan or as applicable. However, the Bidder, in case of a Consortium, the Lead Member **alone** must have an average annual financial turnover of at least PKR 120 million, and each other members **collectively** must have an average annual financial turnover of at least PKR 30 million during the last three (3) years;
 - **Experience:** Bidder (in case of Consortium, technical member) must have completed at least three (3) assignments relating to the detailed engineering designing for construction or expansion of road-related projects (each with a minimum length of 5 kilometers) or bridges projects (each with a minimum length of 500 meters) completed during the last twelve (12) years.
 - **Key Professional Staff:** Bidder (in case of Consortium, any member, as applicable) must have and propose all the **eligible**¹ Key Professional Staff as listed under Technical Evaluation Criteria. Each Consortium member firm must place at least one (1), and the Lead Member firm should place at least two (2) Key Professional Staff;
 - **Government Owned Organization:** Bidder (in case of Consortium, each member as applicable) must be: (i) legally and financially autonomous; and (ii) operates under commercial law;
 - **Conflict of Interest:** Bidder (in case of Consortium, each member) must not have any conflict of interest arising from the prior or existing contracts or relationships which could materially affect the potential involvement of the Bidder and to comply with the obligations set out in the RFP Document issued with respect to this Assignment;
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- **Non-performing Contracts and Litigation History:** Bidder (in case of Consortium, each member) must provide details of (i) non-performing contracts with cogent reasons and (ii) disputes and litigation or arbitration cases in-hand and pending for adjudication (if any);
- **Non-blacklisting/ Non-debarment:** Bidder (in case of Consortium, each member) must not be: (i) blacklisted by any public sector organization and IFIs; (ii) debarred by the Procuring Agency till the bid submission deadline; (iii) in bankruptcy or liquidation proceeding; and (iv) convicted of, fraud, corruption, collusion, or money laundering.

Technical Evaluation Criteria: Refer to the RFP pages # 35 to 42.

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

- i. Foreign entities, if participating in the Bidding Process as Consortium members, other than the Lead Member, must provide relevant documents of registration and other evidence, as applicable with respect to the criteria, from their respective regulatory and/ or registration bodies of the home country;
- ii. Sub-Consultant's credentials & experience is not eligible for scoring. Furthermore, the global experience of a parent company or associated firms abroad is also not eligible for scoring until and unless the Foreign Company has itself participated as a Consortium member or member of the National Company;
- iii. The Procuring Agency shall consider the Bidder's experience to the extent of contracts as directly awarded in its own or Bidder's title (but not their staff or any parent or subsidiary company). Secondly, the claimed experience or contracts awarded (respective milestones) must be satisfactorily completed as evidenced by the supporting documents submitted with the Bid;
- iv. Any Conditional Bid submitted by a Bidder shall be treated as non-responsive during technical or financial evaluation, as the case may be;
- v. If a Consultant is notified as qualified and awarded the Contract based on the experience of a Foreign Company, then requisite Professional Staff from that Foreign Company must be present physically or virtually (as required to the Procuring Agency) during the contract negotiation, if any held, and fielded along with other Consortium members during the targeted milestones.

<p>ITC 18.1 ITC 13.1 ITC 6.1 ITC 2.2</p>	<p>Eligibility Criteria (Mandatory Documents): Bidder (in the case of a Consortium, <u>each member</u> as applicable) must enclose, along with Technical Proposal, copies of the following documents, including but not limited to (refer to the Eligibility and Technical Evaluation Criteria</p>
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¹ For eligibility of the Key Professional Staff, refer to the note (eligibility conditions) listed on page # 36 onwards

for further details):

- i. Documents checklist properly filled and duly signed, stamped by the Bidder's authorized representative (**Appendix – E**);
- ii. Registration details including Memorandum & Articles of Incorporation (equivalent documents of constitution/ association and documents of registration of legal entity (including NTN, SRB, and PEC as applicable);
- iii. Company profile describing the nature of business and field of experience;
- iv. Consortium Agreement in consonance with ITC Clause 13.1(a) of Bid Data Sheet (**in case of Consortium only**);
- v. Power of Attorney (**Appendix – C**);
- vi. Integrity Pact (**Appendix – A**);
- vii. Audit reports containing balance sheets, income statements, and cash flow statements of the last three (3) years duly issued and verified by a certified chartered accountant firm²;
- viii. Income tax returns filed for the last year;
- ix. Bid security financial instrument without disclosing amount of it;
- x. Qualification record indicating contracts scope and references proving completion of the requisite number of contract(s) in the last twelve (12) years;
- xi. Work orders, contract agreements containing a clear scope of work, and completion certificates (or any other substantial evidence in place of the completion certificates suffice to prove completion of claimed milestones);
- xii. CVs along with the last educational degree or certificate of the Key Professional Staff dedicated for this Assignment;
- xiii. Historical contracts non-performing details, if any, with reasons leading to non-performance;
- xiv. Litigation history with pending cases and nature of such litigations;
- xv. An affidavit that Bidder (in case of Consortium, each member) is not blacklisted by any public or private sector organization (**Appendix-B**);
- xvi. Any other document, including Bid Forms as applicable and referred to in The ITC, associated with qualifying the eligibility, technical evaluation criteria, and other terms and conditions.

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

- i. Any Foreign Company participating in the Bidding Process as a Consortium member, other than the Lead Member, must submit relevant documents issued by respective authorities/jurisdiction;
 - ii. In case, Bidder has proposed a Professional Staff from a public sector organization, then a 'No Objection Certificate' issued from such organization must be enclosed with proposed individual CV;
-

Bidder (individual firm or Consortium) must provide valid documents against each criterion/ sub-criterion as required for qualifying eligibility and technical evaluation criteria. **Proposal received with incomplete document(s) or without concrete evidence(s) as required under the RFP Document, including those specifically mentioned under the RFP Documents Checklist, shall be marked as disqualified or assigned zero marks as the case may be;**

- iii. The Procuring Agency reserves the right to cross-verify or call further information/ documents, if deemed necessary during the bidding process, to ensure the reliability of information and capability of the Bidder. Bidder's non-submission of the required document(s) or information on time may result in disqualification or non-scoring of a particular credential, as the case may be.
- iv. The Procuring Agency reserves the right to cross-verify or call further information/ documents, if deemed necessary during the bidding process, to ensure the reliability of information and capability of the Bidder. Bidder's non-submission of the required document(s) or information on time may result in disqualification or non-scoring of a particular credential, as the case may be.
- v. The Procuring Agency shall not consider any revised document or any unsolicited information relating to eligibility and technical evaluation criteria provided by a Bidder against its submitted Bid during the Bids evaluation stage for its qualification and assigning the marks. In other words, only those projects and staff, etc., that are part of or proposed along with the originally submitted Bid at the time of the Bids Submission Deadline will be considered.

ITC 19.4 The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows:

$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the Proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 80

P = 20

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as follows: $S = St \times T\% + Sf \times P\%$.

² Bidder shall be required to submit annual statements, duly certified by a chartered accountant, for the most recent three (3) years in accordance with the RFP Document. However, where a Bidder is unable to submit an audited statement for any of these financial years due to the pendency of internal approval or any other legal requirement, then the Bidder, in such a case, may submit draft audit statements duly verified by certified chartered accountant along with valid reasons/ justification for submitting the draft, while submitting Bid to the Procuring Agency.

ITC 20.1	The expected date and address for contract negotiation is 30 th
ITC 23.1	December 2024 or immediately after the issuance of the Letter of Award to the Bidder whose bid found the Most Advantageous Bid at the Office of the Director General, Karachi Development Authority, 1 st Floor, Civic Centre Building, Block 14, Gulshan-e-Iqbal, Karachi.
ITC 24.1	The Procuring Agency shall award the procurement Contract to a Bidder qualifying the eligibility or preliminary evaluation criteria and attaining the highest combined technical and financial score using the Quality & Cost Based Selection (QCBS) method – Most Advantageous Bid .
ITC 24.2	Successful Bidder, whose bid found and declared by the Procuring Agency as the Most Advantageous Bid, upon receiving the Letter of Award, shall be required to furnish performance security equivalent to 5% of the contract amount in the shape of a Bank Guarantee valid for a period of twenty-eight (28) days beyond the specified Contract duration, issued by a scheduled bank in Pakistan in favor of ‘Karachi Development Authority .
ITC 24.3	The expected date for commencement of services is 1 st January 2025 or immediately after the signing of the Contract by both parties.

Technical Evaluation Criteria (ITC 18.1)		Max Points	
Sr.	Sub-Criteria and Points		
1.	Firm's experience (Max. Points = 50)		
	Note:		
	i. <i>Points will be assigned only once for the same project or milestone completed by more than one Consortium member firm. Furthermore, if a milestone is completed or achieved through a Consortium member firm (for instance, a legal or financial firm), the points will be assigned to that Consortium member firm only, subject to that firm's participation as a Consortium member under instant procurement;</i>	1.1 General Experience (Maximum Points = 12)	
		1.1.1 Bidder's (in case of a Consortium, technical member) experience in conducting feasibility study or technical due diligence or master planning or designing for construction or rehabilitation or expansion of any infrastructure development projects ³ with each assignment minimum contract value of PKR 20 million or project's minimum estimated value of PKR 1000 million completed during the last twelve (12) years [1.5 points for each project]	4.5
	ii. <i>Project(s) containing various milestones of a similar or varied nature under a single project will be considered separately for awarding the points;</i>	1.1.2 Bidder's (in case of a Consortium, legal member) experience in preparing bidding package (bid document and draft agreement) for an infrastructure development or EPC or turnkey projects, with each assignment's minimum contract value of PKR 10 million or project's minimum estimated value of PKR 1000 million completed during the last five (5) years [1.75 points for each project]	3.5
	iii. <i>Bidders' experience will be considered for completed milestones of projects under public or private sector organizations unless expressly specified otherwise;</i>	1.1.3 Bidder's (in case of a Consortium, financial member) experience in developing the financial model and/ or project structuring for any infrastructure development or EPC or turnkey projects, with each assignment's minimum contract value of PKR 10 million or project's minimum estimated value of PKR 1,000 million, completed during the last five (5) years [2 points for each project]	04
	iv. <i>Bidders' experience to the extent of PPP projects listed in 1.2.3 & 1.2.4 will only be considered for public sector clients, i.e., the completed milestone counterparty or client must be a public sector organization as verified from the contract documents;</i>	1.2 Relevant Experience (Maximum Points = 38)	
v. <i>Scores will be awarded to a Bidder based on milestones achieved for a project as verifiable from the Bidder's submitted document, i.e., work orders, contract agreement (with a clear scope of work), and completion certificate or any other substantial evidence against the completion certificates;</i>	1.2.1 Bidder's (in case of a Consortium, technical member) experience in conducting a detailed feasibility and engineering design for construction of expressways or highways or motorways (including bridges in each case), with each project's minimum length of 10 km, completed during the last twelve (12) years [5 points for each project]	15	
vi. <i>For completion of projects/ assignments other than the PKR, the historical exchange rate prevailing on the completion date of the respective milestone will be used to convert</i>	1.2.2 Bidder's (in case of a Consortium, technical member) experience in conducting environmental impact assessment studies (as per the national safeguard policies and/ or requirements of IFIs) for construction of any infrastructure development projects, with each assignment's minimum contract value of PKR 5 million or the	05	

³ Infrastructure project includes canals, dams, power generation, sewerage, drainage, bridge, highway, motorways, communication, power, aviation, railroad, road, waste, tourism, urban development, water, civil works

<p>foreign currency into PKR, as notified by the State Bank of Pakistan;</p> <p>vii. For the purpose of assigning points for the projects or assignments completed, it shall be assigned only once in the respective category, i.e., either general or relevant experience, as passing the criteria mentioned thereunder, and</p> <p>viii. Bidders shall attach supporting documents/evidence of experience and indicate such reference within the Checklist submitted along with the Technical Proposal.</p>	<p>project's minimum estimated value of PKR 1500 million completed during the last twelve (12) years [2.5 points for each project]</p> <p>1.2.3 Bidder's (in case of a Consortium, legal member) experience in preparing bidding package [RFP and draft PPP concession agreement (including key performance indicators and risk matrix)] for any infrastructure development project under PPP modality completed during the last twelve (12) years [3 points for each project]</p> <p>1.2.4 Bidder's (in case of a Consortium, financial member) experience in developing the financial model, risk matrix, and project structuring for any infrastructure development project under PPP modality completed during the last twelve (12) years [3 points for each project]</p>	<p></p> <p>09</p> <p>09</p>																																							
Total Points (General and Relevant Experience)		50																																							
<p>2. Key Professional Staff (Max Points = 34)</p> <p>Note: The proposed staff (Financial, Technical, and Legal) must qualify (eligibility) the following requirements for attaining the points as mentioned in this section (refer to the table showing weightage points allocated to each staff based on qualification and relevant experience):</p> <p>i. S/he must not be more than 60 years of age as of the Bids Submission Deadline;</p> <p>ii. S/he must have valid registration with the professional bodies, i.e., PEC, ICAP, EPC, PCATP, and/ or as applicable under the relevant laws or general by-laws of the respective country (the proposed staff registration number with respective regulatory bodies, where applicable, be mentioned in the CV);</p> <p>iii. S/he must attain the minimum points or meet the minimum qualification criteria mentioned in the score table.</p>	<p>2.1 Financial Team:</p> <table border="1" data-bbox="813 783 2000 863"> <tr> <td>i.</td> <td>Financial Team Leader</td> <td>5.0 points</td> </tr> <tr> <td>ii.</td> <td>Project Finance Specialist</td> <td>2.0 points</td> </tr> </table> <p>2.2 Technical Team:</p> <table border="1" data-bbox="813 932 2000 1353"> <tr> <td>i.</td> <td>Technical Team Leader</td> <td>3.0 points</td> </tr> <tr> <td>ii.</td> <td>Highway Engineer</td> <td>2.0 points</td> </tr> <tr> <td>iii.</td> <td>Structural Design Engineer</td> <td>2.0 points</td> </tr> <tr> <td>iv.</td> <td>Hydrology & Drainage Engineer</td> <td>2.0 points</td> </tr> <tr> <td>v.</td> <td>Geotechnical Engineer</td> <td>2.0 points</td> </tr> <tr> <td>vi.</td> <td>Traffic Engineer/ Economist</td> <td>2.0 points</td> </tr> <tr> <td>vii.</td> <td>Quantity Surveyor</td> <td>1.5 points</td> </tr> <tr> <td>viii.</td> <td>Chief Surveyor</td> <td>1.5 points</td> </tr> <tr> <td>ix.</td> <td>Material Engineer</td> <td>1.5 points</td> </tr> <tr> <td>x.</td> <td>Environment Expert</td> <td>1.25 points</td> </tr> <tr> <td>xi.</td> <td>Social Safeguard Expert</td> <td>1.25 points</td> </tr> </table>	i.	Financial Team Leader	5.0 points	ii.	Project Finance Specialist	2.0 points	i.	Technical Team Leader	3.0 points	ii.	Highway Engineer	2.0 points	iii.	Structural Design Engineer	2.0 points	iv.	Hydrology & Drainage Engineer	2.0 points	v.	Geotechnical Engineer	2.0 points	vi.	Traffic Engineer/ Economist	2.0 points	vii.	Quantity Surveyor	1.5 points	viii.	Chief Surveyor	1.5 points	ix.	Material Engineer	1.5 points	x.	Environment Expert	1.25 points	xi.	Social Safeguard Expert	1.25 points	<p>07</p> <p>20</p>
i.	Financial Team Leader	5.0 points																																							
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		2.3 Legal Team:		07																					
			<table border="1"> <tr> <td>i.</td> <td>Legal Team Leader</td> <td>5.0 points</td> </tr> <tr> <td>ii.</td> <td>Legal Expert</td> <td>2.0 points</td> </tr> </table>	i.	Legal Team Leader	5.0 points	ii.	Legal Expert	2.0 points																
i.	Legal Team Leader	5.0 points																							
ii.	Legal Expert	2.0 points																							
Total Points (Key Professional Staff)				34																					
3.	Financial Capability (Max. Marks = 3)	3.1 Average annual turnover of last three (3) years		03																					
	<i>Note:</i> Bidder (in the case of Consortium, each member as applicable) to submit audited financial statements for the last three years. However, In a Consortium case, the Consortium members' financial capability will be considered collectively to the extent of the given criterion.		<table border="1"> <tr> <td>i.</td> <td>≥ PKR 250 million</td> <td>3.0 points</td> </tr> <tr> <td>ii.</td> <td>≥ PKR 200 million and < PKR 250 million</td> <td>2.0 points</td> </tr> <tr> <td>iii.</td> <td>≥ PKR 150 million and < PKR 200 million</td> <td>1.0 points</td> </tr> </table>	i.	≥ PKR 250 million	3.0 points	ii.	≥ PKR 200 million and < PKR 250 million	2.0 points	iii.	≥ PKR 150 million and < PKR 200 million	1.0 points													
i.	≥ PKR 250 million	3.0 points																							
ii.	≥ PKR 200 million and < PKR 250 million	2.0 points																							
iii.	≥ PKR 150 million and < PKR 200 million	1.0 points																							
4.	Understanding of the Assignment and Proposed Methodology (Max. Marks = 13)	4.1 Understanding of the Assignment and Proposed Methodology with Work Plan		13																					
		containing pragmatic approaches, including those mentioned below, towards achieving the Assignment's desired objectives and targeted milestones set in TOR within the stipulated timelines:	<table border="1"> <tr> <td>i.</td> <td>Appreciation and clarity of the Project;</td> <td>2.0 points</td> </tr> <tr> <td>ii.</td> <td>Understanding of the Assignment's objectives;</td> <td>2.0 points</td> </tr> <tr> <td>iii.</td> <td>Proposed quality methodology (concise, clear, and complete) for undertaking the Assignment;</td> <td>4.0 points</td> </tr> <tr> <td>iv.</td> <td>Innovativeness or suggested changes with valid value additions for improvements in the Assignment's TORs;</td> <td>2.0 points</td> </tr> <tr> <td>v.</td> <td>Work plan and staffing schedule;</td> <td>1.0 point</td> </tr> <tr> <td>vi.</td> <td>Existing commitments, engagements, and available strength with justification to complete the existing Assignment on time.</td> <td>1.0 point</td> </tr> <tr> <td>vii.</td> <td>Assignment proposal submission with relevant information provided in a quality manner in terms of the RFP Document</td> <td>1.0 point</td> </tr> </table>	i.	Appreciation and clarity of the Project;	2.0 points	ii.	Understanding of the Assignment's objectives;	2.0 points	iii.	Proposed quality methodology (concise, clear, and complete) for undertaking the Assignment;	4.0 points	iv.	Innovativeness or suggested changes with valid value additions for improvements in the Assignment's TORs;	2.0 points	v.	Work plan and staffing schedule;	1.0 point	vi.	Existing commitments, engagements, and available strength with justification to complete the existing Assignment on time.	1.0 point	vii.	Assignment proposal submission with relevant information provided in a quality manner in terms of the RFP Document	1.0 point	
i.	Appreciation and clarity of the Project;	2.0 points																							
ii.	Understanding of the Assignment's objectives;	2.0 points																							
iii.	Proposed quality methodology (concise, clear, and complete) for undertaking the Assignment;	4.0 points																							
iv.	Innovativeness or suggested changes with valid value additions for improvements in the Assignment's TORs;	2.0 points																							
v.	Work plan and staffing schedule;	1.0 point																							
vi.	Existing commitments, engagements, and available strength with justification to complete the existing Assignment on time.	1.0 point																							
vii.	Assignment proposal submission with relevant information provided in a quality manner in terms of the RFP Document	1.0 point																							
Total Points (Financial Capability plus Understanding of the Assignment and Proposed Methodology)				16																					
Grand Total Points (Technical Evaluation Criteria)				100																					
Qualifying Points				75																					

Note: Bidder (individual firm or Consortium) **must attain** at least **75 points** **St** to qualify for the opening of its Financial Proposal.

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

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

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

Section III – Technical Proposal

Table of Contents

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

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

Form TECH-1. Technical Proposal Submission Form.....	42
Form TECH-2. Consultant’s Organization and Experience	
A. Consultant’s Organization.....	43
B. Consultant Experience.....	44
Form TECH-3. Comments and Suggestions on the Terms of Reference an on Counterpart Staff and Facilities to be Provided by the PA	
A. On the Terms of Reference.....	45
B. On Counterpart Staff and Facilities.....	46
Form TECH-4. Description of Approach, Methodology, and Work Plan for Performing the Assignment.....	47
Form TECH-5. Team Composition and Task Assignments.....	48
Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff.....	49
Form TECH-7. Staffing Schedule.....	50
Form TECH-8. Work Schedule.....	51

Form Tech-1. Technical Proposal Submission Form

[Location, Date]

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

Dear Sirs:

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

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

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

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

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

We remain,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form Tech-2. Consultant's Organization and Experience

A. Consultant's Organization

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

B. Consultant's Experience

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

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

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

Firm's Name:

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

A. On the Terms of Reference

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment (**such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities**). Such suggestions should be concise and to the point, and incorporated in your Proposal. Suggested changes for the improvement of the Assignment's Terms of Reference as part of the Form Tech-4 may also be reflected under this section.]*

B. On Counterpart Staff and Facilities

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

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

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

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

a) Technical Approach and Methodology. *In this chapter, the Bidder should explain the understanding of the Assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Bidder should highlight the problems being addressed and their importance and explain the technical approach the Bidder would adopt to address them. The Bidder should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach. In addition, **the Bidder shall suggest and address the following components separately using the bullet points** (mention ‘None’ against the respective heading if no explanation or comments are required to be proposed by a Bidder):*

- *Appreciation and clarity of the Project;*
- *Understanding of the Assignment’s objectives;*
- *Proposed quality methodology (concise, clear, and complete) for undertaking the Assignment;*
- *Suggested changes with valid value additions for improvements in the Assignment’s Terms of Reference (the proposed suggestions and changes may include offering additional key tasks or resources reasonably required for bringing value additions or innovations for undertaking the Assignment);*
- *Existing commitments, engagements, and available strength with justification.*

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

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

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

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

13. Certificate

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

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

Full name of authorized representative: _____

Form Tech-7. Staffing Schedule⁴

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

⁴ For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

⁵ For Months are counted from the start of the Assignment. For each staff indicate separately staff input for home and field work.

⁶ Field work means work carried out at a place other than the Consultant's home/e office.

Section IV – Financial Proposal

Standard Forms

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

[Financial Proposal standard forms shall be used for the preparation of the Financial Proposal in accordance with ITC Clauses 13.2 & 24.1 of Section 2 of the RFP Document.]

Form FIN-1. Financial Proposal Submission Form.....	53
Form FIN-2. Summary of Costs.....	54
Form FIN-3. Breakdown of Costs by Activity.....	55
Form FIN-4. Breakdown of Remuneration.....	56
Form FIN-5. Breakdown of Reimbursable Expenses.....	58
Appendix. Financial Negotiations - Breakdown of Remuneration Rates.....	60

Form FIN-1. Financial Proposal Submission Form

[Location, Date]

To: *[Name and address of PA]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of Assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures⁹]*.

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

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below¹⁰:

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

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

⁹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2

¹⁰ If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2. Summary of Costs¹¹

Item No.	Description of Services	Costs (in PKR)
1.	Phase I – Transaction Preparation <ul style="list-style-type: none"> • Inception Report • USP Preliminary Evaluation Report • Technical Feasibility Report • Economic and Financial Viability Assessment Report • Legal, Institutional & Regulatory Assessment Report • Market Assessment Report • PPP Options Analysis, Risk Allocation Matrix & Value for Money Analysis Report • USP Detailed Review Report 	
2.	Phase II: Transaction Implementation <ul style="list-style-type: none"> • Marketing and Submission of Bidding Package • Submission of Bid Evaluation Report • Issuance of Letter of Award/ Acceptance 	
3.	Phase III: Transaction Negotiation & Financial Close <ul style="list-style-type: none"> • Transaction negotiation and signing of Concession • Financial Close 	
Total Cost of Financial Proposal (inclusive of all the taxes)¹²		

¹¹ The Bidder may update this form considering its own requirement; however, the payment shall be made as per the milestones satisfactory completed and defined under the Conditions of Contract of RFP Document.

¹² Total cost must be inclusive of all applicable taxes as payable by the Consultant according to law of the land. This cost shall cover all the costs associated with performing the Assignment as detailed under the TOR. The Contract Price payments shall be made in accordance with the Conditions of Contract available with the RFP.

Form FIN-3. Breakdown of Costs by Activity¹³

Group of Activities: ¹⁴	Description: ¹⁵			
_____	_____			
_____	_____			
Cost Component	Costs¹⁶			
	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]	[Indicate Local Currency]
Remuneration ¹⁷				
Reimbursable Expenses				
Subtotals				

NOT APPLICABLE

¹³ Form FIN-3, if applicable, shall be filled at least for the whole Assignment. In case some of the activities require different modes of billing and payment (e.g.: the Assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

¹⁴ Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8

¹⁵ Short description of the activities whose cost breakdown is provided in this Form.

¹⁶ Indicate between brackets the name of the foreign currency. use the same columns and currencies of Form FIN-2.

¹⁷ For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant total costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4. Breakdown of Remuneration¹⁸

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

Group of Activities: _____							
Name ¹⁹	Position ²⁰	Staff-month Rate ²¹	Input ²² (Staff-months)	[Indicate Foreign Currency # 1] ₂₃	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 1]	[Indicate Local Currency]
Foreign Staff							
		[Home]					
		[Field]					
Local							
		[Home]					
		[Field]					
Total Costs							

NOT APPLICABLE

¹⁸ Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

¹⁹ Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

²⁰ Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.

²¹ Indicate separately staff-month rate and currency for home and field work.

²² Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.

²³ Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

Form FIN-4. Breakdown of Remuneration²⁴

[This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the PA].

Name ²⁵	Position ²⁶	Staff-month Rate ²⁷
Foreign Staff		
		[Home]
		[Field]
Local Staff		
		[Home]
		[Field]

²⁴ Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
²⁵ Professional Staff should be indicated individually; support staff should be indicated per category (e.g. draftsmen, clerical staff).
²⁶ Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
²⁷ Indicate separately staff-month rate and currency for home and field work.

Form FIN-5. Breakdown of Reimbursable Expenses²⁸

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

Group of Activities: _____								
No	Description ²⁹	Unit	Unit Cost ³⁰	Quantity	[Indicate Foreign Currency # 1] ³¹	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 1]	[Indicate Local Currency]
	Per diem allowances	Day						
	International flights ³²	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PA's personnel ³³							
Total Costs								

NOT APPLICABLE

²⁸ Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

²⁹ Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

³⁰ Indicate unit cost and currency.

³¹ Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

³² Indicate route of each flight, and if the trip is one- or two-ways.

³³ Only if the training is a major component of the Assignment, defined as such in the Data Sheet or TOR.

Form FIN-5. Breakdown of Expenses

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

No	Description ³⁴	Unit	Unit Cost ³⁵
	Per diem allowances	Day	
	International flights ³⁶	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between <i>[Insert place]</i> and <i>[Insert place]</i>		
	Drafting, reproduction of reports		
	Equipment, instruments, materials supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel ³⁷		

NOT APPLICABLE

³⁴ Delete items that are not applicable or add items according to Paragraph Reference 3.6 of the Data Sheet.

³⁵ Indicate unit cost and currency.

³⁶ Indicate route of each flight, and if the trip is one- or two-ways.

³⁷ Only if the training is a major component of the Assignment, defined as such in the Data Sheet or TOR.

Appendix. Financial Negotiations – Breakdown of Remuneration Rates

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

1. Review of Remuneration Rates

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

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

i. **Salary:** This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.

ii. **Social Costs:** Social costs are the costs to the firm of staff's non-monetary benefits. These items include, inter alia, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an Assignment if no additional staff replacement has been provided. Additional leave taken at the end of an Assignment in accordance with the firm's leave policy is acceptable as a social cost.

iii. **Cost of Leave:** The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as per percentage of salary}^{38} = \frac{\text{Total days leave} \times 100}{[365 - w - ph - v - s]}$$

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

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

³⁸ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

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

2. Reimbursable Expenses

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

3. Procuring Agency Guarantee

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

NOT APPLICABLE

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consult's Representation Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

NOT APPLICABLE

Consultant’s Representation Regarding Costs and Charges

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

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/ Day/ Year	Social Charges ³⁹	Overhead	Subtotal	Fee ⁴⁰	Away from Headquarter Allowance	Proposed Fixed Rate per Working Month/ Day/ Hour	Proposed Fixed Rate per Working Month/ Day/ Hour
Head Office									
Field									

NOT APPLICABLE

³⁹ Expressed as percentage of 1

⁴⁰ Expressed as percentage of 4

Section V – Terms of Reference

SUMMARY/ OVERVIEW OF THE ASSIGNMENT	
Procuring Agency	Karachi Development Authority, Government of Sindh
Assignment Title	Feasibility study and transaction advisory services for the development of Malir Expressway Project Phase I under public-private partnership mode
Assignment Description	<p>Under this Assignment, the Consultant shall be required to undertake the activities in three dependent and sequential phases: <i>i. Transaction Preparation, ii. Bid Management; and iii. Transaction Negotiation & Achievement of Financing Close</i> subject to the approval of Competent Authority, i.e., the PPP Policy Board, at each phase.</p> <p>The initial phase shall require the Consultant to independently and objectively review and assess the Project's legal viability considering the USP and standalone basis based on available and collected information, review institutional and regulatory framework, undertake the legal assessment, and submit recommendations with the next course of action in line with applicable laws to the Procuring Agency. In case the Project is legally viable and upon satisfaction of the Procuring Agency, the Consultant shall undertake and validate the Project's technical and financial assessment and devise a plan to undertake the Project with the most preferred PPP option considering the factors, such as value for money, cost-benefit, SWOT, risk analysis at all stages of Project's development.</p> <p>Subsequently, upon satisfactory completion of the first phase, the Consultant will be required to develop a marketing strategy to sensitize potential investors' participation in the Project's procurement, assist the Procuring Agency while undertaking the procurement, including biddings, transaction negotiations, and then achieve financial closure as further detailed in the TOR's Assignment Scope.</p>
Contract Duration	Fourteen (14) months
Contract Type	Lump-sum or fixed
Procurement Framework	Sindh Public Procurement Act, 2009, including the SPP Rules, Regulations, Orders or Instructions framed thereunder.
Market Approach	National competitive bidding
Selection Method	Quality cost-based selection
Commencement Date (Expected)	1 st January 2025 or immediately after signing the Contract.

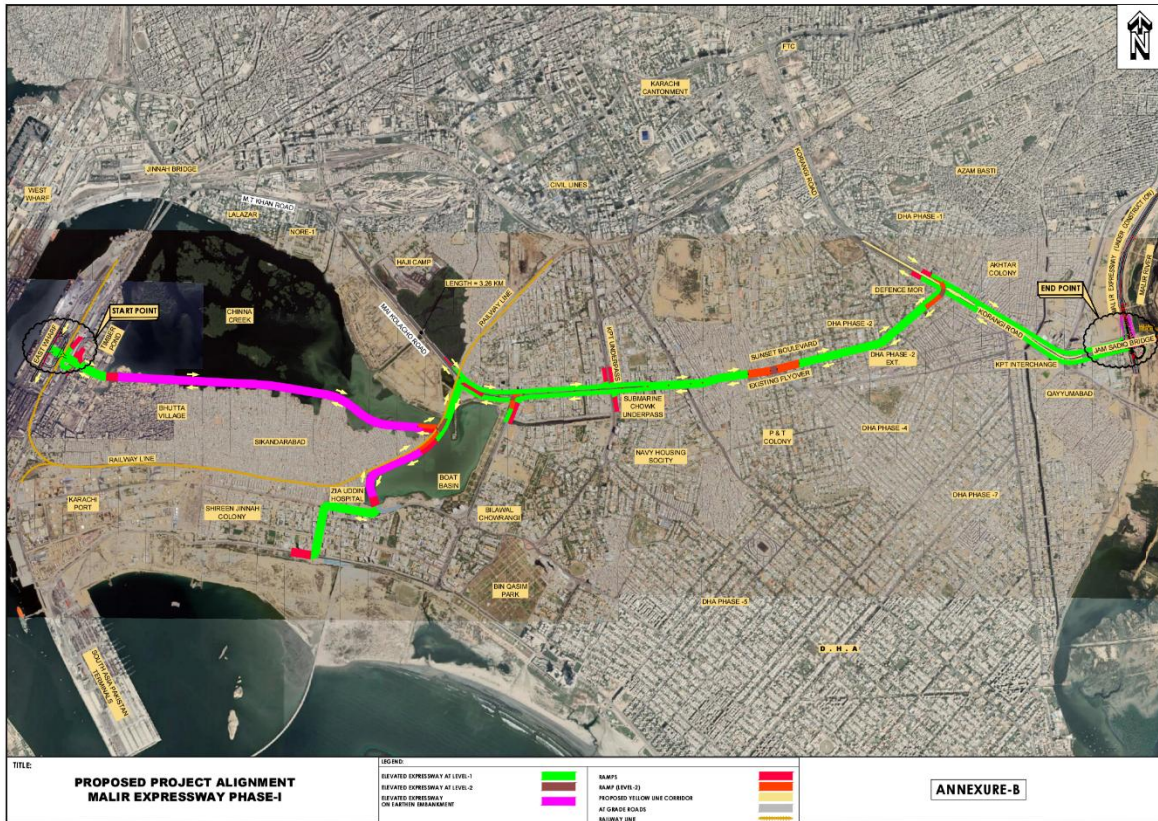
1. PROJECT BACKGROUND

Located along the shores of Arabian Sea, Karachi is not only the capital of province of Sindh and the largest and most populous city of Pakistan but also its main deep-sea port and financial and industrial hub. With more than 20million residents (based on latest digital census), it is also one of the largest metropolitan cities in the World.

Karachi generates an estimated 25% of the total GDP of Pakistan and also contributes around 55% of the federal tax revenue. Offering lucrative employment and attractive business and investment opportunities, the city continues to attract more and more people from all over the country and beyond resulting in increased habitation and mobility needs. As a result, during the past few decades the city has expanded in population and urban sprawl and is expected to grow in future also. The expansion has mainly taken place towards the North while the seaport and the Central Business District (CBD) are located in the South. Therefore, there is heavy flow of North-South traffic including the daily commuter traffic as well as trucks and trailers carrying the cargo from the port to rest of the country and vice-versa.

To facilitate this North-South movement of traffic in Karachi, Malir Expressway Project was planned in addition to Lyari Expressway (used for light vehicles) and Northern Bypass (mainly used for heavy vehicles). The under-construction Malir Expressway Project (Phase-2) starts at Motorway M9, near Kathore and ends near Jam Sadiq Bridge on Korangi Road. Upon completion, a faster access-controlled route will be available for traffic between M-9, the adjoining north-eastern parts of the city, and the Korangi Industrial Area, DHA, and Clifton. However, traffic moving to or from the East Wharf, Oil Terminal, and South Asia Pacific Terminal at Karachi Port will still use the already congested road network. This network passes through residential and commercial areas in Clifton and DHA, including Shahr-e-Ghalib, Dr. Ziauddin Hospital Road, Khayaban-e-Saadi, Khayaban-e-Jami, Sunset Boulevard, Khayaban-e-Ittehad, and Korangi Road. A direct connection between East Wharf and Malir Expressway Phase-2 will help reduce traffic congestion, delays, and environmental pollution along the roads mentioned above and in neighboring areas of Clifton and DHA. This connection will also enhance the potential benefits and economic viability of Malir Expressway Phase-2.

In this regard, the Karachi Development Authority Department, Government of Sindh (**'Procuring Agency'**) has received an Unsolicited Proposal (**'USP'**) from a private entity comprising a consortium of reputable firms (**'USP Developer'**), seeking to design, finance, build, operate, and transfer the Malir Expressway Project Phase I project under public-private partnership mode in terms of Rule 15(A) of the SPP Rules (**'Project'**). The USP comprises a feasibility report detailing therein the Project's technical, financial, and legal aspects, etc., for the construction of a new elevated 4-lane expressway, connecting the Karachi Port (East Wharf) with the Malir Expressway – Jam Sadiq Interchange with a total construction period of two years (2 years) and operation period of twenty-five years (25 years).



2. PROJECT CONCEPTUALIZATION

The Project had been conceived by the USP Developer, which approached the Procuring Agency via the USP under Rule 15(A) of the SPP Rules. While unsolicited bids are permitted under the Sindh Public Procurement Act, 2009, and the SPP Rules framed thereunder, which prescribes a mechanism to initially ascertain the Project's USP viability through a Technical Committee and then, subject to the Project's viability, initiating procurement process through open competitive bidding to achieve the competitive bid (**'Best Evaluated Bid'**) for the Government. Under the SPP Rules, the USP Developer will have the first right of refusal/ match in case of bidding competition and seek other benefits, including exemption from the prequalification process.

In compliance with the SPP Rules, the Procuring Agency formulated a Technical Committee for the purpose of evaluation of USP. The Technical Committee reviewed the USP and submitted its technical report with the following recommendations:

“The Committee recommends that the project may be presented to the PPP Policy Board for hiring of Transaction Advisors to further evaluate proposal’s technical feasibility. Subject to further examination of its technical and financial viability, the proposal may be considered for acceptance”.

Subsequently, the KDA submitted the Technical Committee’s recommendations to the LGD for further placement through the PPP Unit before the PPP Policy Board for deliberation and further decision. The LGD through the PPP Unit of the Finance

Department placed the Technical Committee's recommendations along with following concerns (tabulated below) before the PPP Policy Board.

Local Govt. Department Observations	KDA Response
<p>Environment Project alignment encompasses area with marshy land which could impact mangroves and wild life during the construction.</p>	<p>The EIA detailed study as per applicable laws will be conducted by the Transaction Advisors of GoS.</p>
<p>Competing Project Similar Project is also considered by Federal Department i.e. Layari Elevated expressway (LEX) by NHA. KDA is required to conduct thorough assessment to ensure that there is no other alternate route currently being considered or approved that may effect MEW II Project.</p>	<p>The proposed (LEX) project by (NHA) has been under consideration for last 5 years but due to high project cost and traffic congestion already at one of its terminal sides i.e., at Sorab Goth, has not yet qualified as a viable project. GoS is constructing the Malir Expressway (Phase-II) for port traffic which will be opened for traffic by the end of next year; if LEX is Constructed by NHA, it will attract major traffic of the MEW Project, creating immense financial burden on GoS which is in agreement with the Concessionaire of MEW for Minimum Revenue Guarantee (MRG). GoS should open dialogue with GoP/NHA for the closure of LEX so that already signed concession for the MEW project may not become unviable.</p>
<p>Required NOCs The Project's alignment passes through densely populated areas of the city i.e. DHA etc. Obtain early consent or NOC from the all relevant authorities / stakeholders (K Electric, DHA, CBC, Pak Railway)</p>	<p>The need for active consultations with such stakeholders is recognized and recommended and must be done during the RFP review process.</p>
<p>Traffic Congestion Projects entry & Exist points need to re check by conducting the traffic Study to avoid the traffic congestion</p>	<p>The proposed project addresses the traffic congestion. The entry and exit points (i.e. KPT and Jam Sadiq) for the project may not be subject to change but minor adjustments in ramp locations may be considered during the technical review.</p>
<p>Proposed Toll Rate High Proposed toll rate i.e. PKR 1200 taken in the Financial Model.</p>	<p>The proposed toll rate was assumed on the basis of fuel cost savings of heavy vehicles</p>
<p>KIBOR KIBOR is estimated at 16% rather than 24% (Actual) in the Financial Model</p>	<p>The assumption of KIBOR i.e. 16% is taken into the Financial Model on the basis of prevailing long-term yield of GoP treasury bonds i.e. the 10-Year PIB yield which is currently 15.96%.</p>
<p>Interest on GoS Sub-debt Interest on GoS Sub-debt</p>	<p>It is proposed such arrangement can be finalized once GoS Financial Advisor is appointed and provides its expert advice on the matter prior to the RFP/ bidding stage.</p>

The PPP Policy Board, after detailed deliberation decided as under:

“The PPP Policy Board approved PDF support for engaging Transaction Advisors to conduct detailed feasibility study of the project, incorporating the additional TORs, including a proper pre-assessment addressing the concerns raised by LGD, assessment of any alternative alignment during the Assignment initial stage”.

In this regard, the Procuring Agency now invites the sealed Bids from the Eligible Bidders (individual firms or their Consortia) to carry out the Assignment considering the Project's sustainability, viability, and value for money analysis following the Sindh Public Procurement Act, 2009, and the Sindh Public-Private Partnership Act, 2010, including the rules, regulations, instructions, and guidelines framed thereunder.

3. PROJECT RATIONALE AND OBJECTIVES

The Procuring Agency is exploring various opportunities to address the public health, safety, and environmental challenges posed by transportation in Sindh by leveraging private sector expertise, improving infrastructure, ensuring financial sustainability, and delivering positive social, economic, and ecological outcomes for the community.

In line with the objectives, the Procuring Agency has received a USP developed by a private sector entity, highlighting the Project's indicative objectives mentioned below:

- To alleviate traffic congestion by providing a dedicated southern bypass for heavy traffic traveling to and from Karachi Port (East Wharf), easing pressure on urban roads.
- To enhance port operational efficiency by establishing a direct connection between Karachi Port and Malir Expressway Phase II.
- To facilitate 24-hour movement of goods, reducing delays and improving logistics.
- To support Economic Growth and Trade by strengthening Karachi's position as a financial and trade hub, attracting domestic and international investors.
- To promote environmental and social sustainability by reducing fuel consumption and emissions through a more efficient route for heavy vehicles, minimizing environmental pollution.
- To divert heavy traffic away from residential areas to improve the quality of life for Karachi's residents.

The Consultant/ Bidder, whose bid found and declared as the Most Advantageous Bid, shall provide/ conduct the Assignment's feasibility study and transaction advisory support to the Procuring Agency in the:

- Review the USP objectively and independently, considering the best practices;
- Structure a viable and bankable private sector concession;
- Select an experienced and credible private sector developer, through a transparent and competitive process, to undertake the Project and associated infrastructure in a financially, technically, environmentally sustainable manner.

The Transaction Advisor/s will assist the Procuring Agency in structuring and implementing the Project in a manner that achieves its objectives and provides the framework for a fair and transparent selection process for a private developer in line with good international industry practices and applicable rules. The Bidder (in the case of a Consortium, the Lead Member) will perform the functions by mobilizing a team of specialized Consultants, including financial, legal, and technical, in the Assignment's preparation and execution.

4. ASSIGNMENT SCOPE

The Consultant shall be required to conduct the Assignment in three (3) dependent and sequential phases. However, the Government reserves the right to terminate the Contract at the end of any phase if it is satisfied that proceeding further will not help achieve its objectives or other conditions stipulated in the Contract.

4.1. Phase I – Transaction Preparation: Specific objective of this phase is to initially assess the Project's USP supported with reports by objectively and independently analyzing the Project's overall legal viability assessment considering the SPP Act, 2009, and the Sindh PPP Act, 2010, including rules, regulations, policies, instructions framed thereunder, or any other applicable laws/ case laws/ reports/ relevant studies/ master plans, etc. and submit a report with recommendations to the Procuring Agency.

Given the Consultant's report, the Procuring Agency's Technical Committee shall review it and offer its recommendations on the USP's viability to proceed ahead with a detailed study or assessment of the Project, which shall require the Consultant to conduct or re-assess baseline surveys/ studies/ data, review the existing and previous relevant studies, prepare a conceptual plan while conducting feasibility assessment, develop & evaluate/ prioritize various options to achieve objectives of Project and to provide a clear cut way forward or recommendations to the Government, with regard to master planning, institutional arrangement, transaction structure, financial viability and socioeconomic & environmental viability of the proposed Project's development.

Consultants shall collect relevant data from all concerned departments, other relevant authorities, records of ongoing litigations, and other relevant/ pertinent information which may become useable in later stages of the work. Based on the acquired data, prepare a detailed plan and PPP project proposal with the most preferred option for undertaking the Project. The reports, submitted from time to time, shall also fully capture all the information as necessary or available from the Procuring Agency in the form of previous studies/ reports (such as pre-feasibility and/ or feasibility studies concerning and/ or other reports concerning the expressways).

Specially, this phase shall include but not be limited to the following components:

4.1.1 Inception Report: The Consultant under this stage would be required to provide a detailed work breakdown structure, schedules with timelines along with critical milestones and methodology, team details, logistics plans, requirements from the Procuring Agency, and anticipated issues of initiating work for the Project. The report shall be prepared after conducting a detailed visit of the Project's sites/ existing working environment by the successful Bidder's Key Professional Staff. However, the Consultant shall

prepare a detailed analysis and plans for the Project's existing and proposed facilities during the technical feasibility.

The inception report shall also contain the monthly working plan/timesheet prepared using the Procuring Agency's standardized reporting template, highlighting detailed description of tasks planned, completed, challenges, recommendations, etc., for the performance check and record purposes. After signing the Contract, the Bidder shall submit such a report at the start of each month during the Contract as condition for payments release by the Procuring Agency.

4.1.2 Unsolicited Proposal Preliminary Review: This shall require Consultant to conduct:

I. Legal Viability Assessment or Due Diligence

- Legal review of the Project's USP submitted by the USP Developer, based on available information. The review would include but not be limited to the evaluation of the USP from the perspective of private entity(ies) credibility, legal status, documentation, relevant technical capability, financial strength, cost estimates, robustness of the financial strength along with appropriate risk allocation. Further, assessment of technical, environmental, and robustness of the financial proposal along with appropriate risk allocation for both public and private sectors. Under the SPP Rules, the USP Developer will have the right of first refusal/ match and other benefits during the bidding stage (including pre-qualification). The Consultant will evaluate such provisions and analyze the options to improve these to enhance competition while keeping international best practices in view and ensuring compliance with the applicable rules.

II. Review the Technical Qualifications/ Experience of the USP Developer and EPC & O&M Contractor, as applicable. Such review may include the following:

- Review development of expressway with supported infrastructure, equipment, and automation system;
- Review of PPP general and relevant experience;
- Review of relevant projects' operations experience;
- Review of planned human resource deployment.

III. Review of Planned Facility & Whole Life Cycle Cost Estimates

- Review of the proposed facility documents, drawings, and reports (project implementation plan, work schedule, etc.) submitted as part of the USP, especially regarding their adequacy towards fulfilling the stated Project objectives. Review of cost estimates, and comparison with international & local benchmarks. This review would cover capital investment and operating cost estimate;
- Review of planned facility development costs proposed in the USP;

- Review of the technical solution of infrastructure, including the proposed equipment and machinery available for implementation of the Project;
- Review of the market-based rates for similar nature of services falling under the proposed Project available to the customers;
- Review viability and definition of the scope of the Project along with other technical due diligence aspects of the Project in USP.

IV. Review of Construction and Operating Performance Standards

- Review and compare proposed construction and operation performance standards to international standards and standards set out in national and local laws and regulations.

V. Preliminary Review for the Fatal Flaw in the Project Documents (draft Concession Agreement/ Head of Terms), including

- Review and identify any gaps in the technical bankability aspects of the draft Concession Agreement, including proposed performance/ output indicators, responsibilities, and risk allocation between the private entity and the Procuring Agency;
- Review the Project implementation plan, if or as available, especially regarding its robustness, proposed construction completion period, and segregation of Project milestones.

VI. Preliminary Review from Environmental & Social Aspects

- Preliminary review from an environmental and social perspective in comparison to SEPA and IFI(s) Performance Standards on Social & Environmental Sustainability and local laws, as applicable in this case where the Project facilities construction with land selection responsibility falls on the USP Developer.

VII. The Consultant will emphasize the following components while preparing and submitting the Project's legal viability assessment report to the Procuring Agency:

- Detailed responses/ clarifications with supporting documents against the LGD's concerns.
- What laws, rules, and regulations (thoroughly examining case laws and statutes) will be involved in the Project implementation and draft laws, rules, or regulations, if required, or otherwise any exemption required by the Government?
- Which kind of district, provincial, and federal approvals are required to establish the Project?
- Examine legal limitations associated with establishing the Project on privately owned land under the proposed PPP or any other modality.
- Identify the risks/ challenges/ issues and their mitigation plan, if any, associated with the Project's transfer on termination to the Government considering the USP Developer's proposed approach.

- Detailed responses/ clarifications with supporting documents against the LGD's concerns.

4.1.3 Technical Feasibility Study: This shall require the Consultant to conduct the activities, which include but are not limited to the following:

I. Technical Due Diligence/ Feasibility

- Evaluate the availability and suitability of the land along the proposed alignment for the expressway, considering current land use, property ownership, and any potential land acquisition requirements.
- Evaluate the assessment of preliminary cost estimations for the land to be acquired after liaising with relevant governmental department/ agencies that may provide estimates.
- Prepare existing utilities mapping plans which include identification of all the utilities along/ across the right of way of the Project along with the preliminary estimated cost associated their shifting or protection separately in consultation with the relevant utility stakeholders.
- Evaluate the availability of existing utility infrastructure and suitability of the proposed utility infrastructure along the proposed alignment for the Expressway considering the existing utilities usage/ re-allocation and any other potential utility relocation/ strengthening/
- Evaluate the baseline traffic studies to re-assess the existing traffic patterns and demand analysis.
- Perform random confirmation counts to confirm the data provided in the baseline surveys.
- Identify data and information required for the baseline traffic studies and traffic forecasts and liaise with the USP proponent to re-perform and or perform such surveys, assessments and analysis as required to understand and evaluate the traffic studies over the project lifecycle.
- Analyse documents submitted by the USP proponent, including conceptual designs, alignment maps, implementation plans, and any prior studies or reports, to assess the adequacy in meeting project objectives.
- Conduct preliminary geotechnical investigations along the proposed alignment to assess soil conditions, subsurface materials, and potential geotechnical challenges.
- Propose preliminary design alternatives for the expressway, considering, construction methods, structural requirements (e.g., bridges), and alignment details.
- Develop a comprehensive technical viability report that assesses the project's feasibility, compliance with regulatory standards, design requirements, performance standards, cost estimates, and potential operational and maintenance needs.

Environmental and Social Impact Assessment

- Initial Environmental Examination

- Review the Initial Environmental Examination (IEE) study of the Project considering all aspects of the environment, as per national guidelines and requirements of International Financial Institutions (IFIs);

Social Impact Assessment

- Review and assess the positive effects of the project in terms of satisfying basic needs, alleviating poverty, generating employment, and reaching large population segments;
- Review and assess negative social effects such as physical displacement, changes in access to resources, disruption to livelihoods, changes in social or economic standing, inequitable distribution of benefits and costs among stakeholders, and changes to patterns of behavior that would not be consistent with prevailing gender perceptions, social norms, and religious or cultural values;
- Review whether the project has negative effects on particular categories of stakeholders such as women and ethnic minorities;
- Review and highlight factors impacting the Projects during the procurement, development and operations phases;
- Review and recommend mitigation measures such as special institutional arrangements, arrangement of alternative residences for affected societies and modifications in project design;
- Estimate cost of the recommend mitigations measures.

II. Financial Viability Assessment

- Viable Transaction Structure:
 - Prepare viable transaction structures for implementation of the Project;
 - Identify possible Government support that may be required by the developer, both financial and other;
 - Explain the rationale and form of viability gap funding (if any);
 - Based on the financial modelling, the Consultant shall determine the appropriate tariff levels and structure for the Project in the feasibility study. The tariff design should balance the following objectives and factors against each other:
 - Stipulated service standards and associated costs;
 - Customers' willingness and ability to pay;
 - Need for and availability of subsidies.
- Financial Model:
 - Develop financial models of the Project covering projected revenues and cost estimates of construction/ development (EPC), non-EPC, interest during construction and operations & maintenance cost estimates over the life of the Project;
 - Must cover the entire term of the proposed concession agreement;
 - Financial model must be properly constructed in a standard spreadsheet program such as MS Excel;
 - Inputs and assumptions may include:
 - Inflation, discount rate, and tax rates;

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

III. Options Analysis

- PPP Options Analysis
 - List all reasonable options available, including alternative to the PPP model if found viable for the Project's implementation;
 - Evaluate the advantages and disadvantages of each option, together with its risks, benefits and potential impacts for each option;
 - Assess which options are likely to attract private sector investment;
 - Recommend the preferred option with its impact on the financial and commercial viability, financial model and transaction structuring;
- Project Risks:
 - Identify the project risks;
 - Make an assessment of each risk;
 - Allocation of each risk to the party that can best able to manage it;

- Develop risk matrix;
- Comment on project viability under PPP modality;
- Economic Analysis:
 - Thorough analysis of the viability of the proposed Project, including a complete economic analysis, identifying economic risks associated with the Project and undertaking sensitivity and risk analysis;
 - Value for Money analysis based on public sector comparator model;
 - Comprehensive economic cost-benefit analysis,
 - Identify contingent costs and risks;
 - Economic IRR;
 - Economic NPV;
 - Sensitivity and scenario analysis with impact on payback and IRR.
- Demand-Supply Analysis
 - Conduct demand and affordability analysis.
- Legal and Regulatory Assessment (in case further additions within the proposed Project's USP scope considered by the Procuring Agency)
 - The Consultant shall review laws, policies, rules and regulations related to forests, environment, climate change, carbon regimes and ascertain what laws, rules, and regulations will be involved in the Project's implementation;
 - What kind of district, provincial, and federal approvals will be required in the Project's implementation;
 - Prepare draft bills, rules and regulations or any amendments in existing laws, rules, and regulations, if required for implementation of the Project's;
 - Identify sector institutions and government entities relating to the Project.

IV. Unsolicited Proposal Detailed Review⁴¹:

- Review of USP documentation
 - Assist in reviewing and confirming that the USP documents (including head of terms and risk allocation), developed by the USP Developer, are an appropriate starting point for Project and generally conform to the risk allocation contemplated in regional and global precedents. Review to include a summary of technical issues which might impede the implementation of the Project based on the USP documentation or the bankability of the Project, along with proposed solutions;
 - Recommend specific amendments and/ or adjustments to the USP Developer Project documentation to be used for the Project. In case the Project documentation does not conform to the bankable global standards, then the Consultant will develop the head of terms and Project Agreements based on regional/ global precedents following the applicable laws.
- Review and Coordinate the USP submission:

⁴¹ The Bidder may carry out the USP detailed review at any stage or in parallel with other activities of Phase-1, subject to the Project's USP legal viability assessment accepted by the Procuring Agency Technical Committee.

- Based on the USP preliminary evaluation, provide feedback to the USP Developer for deal breaker/ red flag items;
- Based on transaction structure, risk allocation and other due diligence parameters (as per the Project's scope of work), the Consultant will develop a detailed response/ report ('**USP Feedback Report**') for the USP Developer;
- Review the revised submission of the USP Developer based on the USP Feedback Report (if submitted or applicable). Review to include (but not limited to) deviation from expected bankable transaction structure and requirements under the regulation for USP.

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

4.2. Phase II – Bid Management: If the Procuring Agency decides to proceed with Phase II, the Consultant shall be required to perform functions including, but not limited to, the following:

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

- I. Develop a marketing and communication strategy for the Project to sensitize potential investors and other stakeholders;
- II. Sensitize potential investors, operators and financiers for the Project and seek their feedback for incorporation in the Project structures;
- III. Seek investor interest/ feedback on the Project prior to the launch of official solicitation;
- IV. Arrange investor conferences/ road shows and visits to market the Project (the Bidder at its level shall arrange at least one conference for the potential investors and other stakeholders, as decided/ finalized by the Procuring Agency, accommodating participation of a minimum of one hundred (100) individuals. All the conference arrangements, including the conference venue selection in Karachi – within a radius of five kilometres of Saddar Karachi or as mutually agreed between the parties – refreshment, printing material, etc. and financing relating to it shall be the responsibility of the Bidder as part of its Bid under this Assignment);
- V. Assist the Procuring Agency in establishing a data room which will include all the relevant documents and information on the Project for investors' due diligence;
- VI. Provide input on marketing documents and support in marketing efforts;
- VII. Devise quantitative and qualitative KPIs along with deduction mechanism;
- VIII. Preparing bidding documents, including RFQ (if applicable or found suitable) and RFP, concession agreement, Provincial Support Agreement and direct agreement and any other agreements required for the Project in compliance with the procurement laws, regulations, policy and international best practice;
- IX. Develop and finalize evaluation criteria and the terms of the bid documents;

- X. Assist the Procuring Agency in preparing, population, hosting, and managing an online data room to the preparation, population, hosting, and management of an online data room to facilitate bidders' due diligence, including drafting procedures governing the use of the data room.

4.2.2 Bidding Process: The Consultant shall be require to assist the Procuring Agency:

- I. Prepare annual procurement plan;
- II. Prepare responses to the prospective bidders' queries;
- III. Attend and respond to the prospective bidders' queries at pre-bid meetings as and when scheduled by the Procuring Agency;
- IV. Amend the bidding documents to reflect material issues raised by bidders and accepted by the Procuring Agency and other stakeholders prior to the deadline for bids submission the applicable laws, rules and regulations;
- V. Assist the Procuring Agency and its TFEC during the bid evaluation (including analysis of any amendments to the Project documents proposed by bidders and the legal and financial proposals of qualified bidders) and preparing the evaluation reports;
- VI. Update cost estimates concerning the Project, taking into account the impact of inflation and other factors (based on the rates prevailing 28 days prior to the bids submission date) during the bid evaluation stage;
- VII. Prepare and deliver presentations on bid evaluation outcomes to the TFEC and other authorities (if needed) for necessary approvals;
- VIII. Assist the Procuring Agency in the issuance of a letter of award/ acceptance to the preferred bidder against the Proposed Concessions;
- IX. Advice on bid-related correspondence with bidders during the entire bidding process relating to the Project.

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

4.3.1 Transaction Negotiation & Financial Closure

- I. Support in negotiations and finalization of the Project agreements between the Procuring Agency, other stakeholders and the winning bidders/ SPVs;
- II. Assist the Procuring Agency in the execution of Project agreements with the winning bidders and ensure that all pre-conditions and requirements set forth in bidding documents and applicable legislation are compiled by the winning bidders/ SPV;
- III. Coordinate with Procuring Agency in correspondence with various stakeholders and managing various processes with other members throughout the transaction and facilitate the post-bid process in the award of the Project;
- IV. Draft and negotiate further project agreements, including but not limited to independent engineer agreements, independent auditor agreements, project site license agreements, annuity agreements, shareholding agreements, equity funding & utilization agreements, price escalation agreements, concession direct agreement and escrow agreements;

- V. Provide legal opinion to the Procuring Agency on any matter relating to the Project during the Assignment's entire course of the Contract;
- VI. Advise the Procuring Agency on an ongoing basis to ensure compliance with applicable procurement and other laws, rules and regulations throughout the bidding process and on any legal issues which may arise.

4.3.2 Financial Closure

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

NOTE: *The Bidder shall be required to provide the Services to the Procuring Agency for the Project's Proposed Concession. At any stage or during any phase given above, the legal, technical, and financial consultants being members of the Consortium, on request of the Procuring Agency, shall be required to furnish legal, technical, and financial opinions or assistance on any matter (including litigation)/ document/ agreement with regards to the Project. The Consortium's internal coordination shall be the Lead Member's sole responsibility.*

5. ASSIGNMENT DELIVERABLES & PAYMENT SCHEDULE

The Consultant shall achieve the Assignment's milestones and deliverables in three phases within a cumulative duration of fourteen (14) months, effective from the Contract signing expected in the first week of January 2025. The first phase will begin as soon as possible and will be completed within three (3) months following the Agreement's signing. **The Assignment's proposed implementation schedule with indicative deliverables under all the phases is tabulated below:**

Sr. #	Deliverable	Timelines	Payment ⁴²
5.1	Phase I – Transaction Preparation (T1 = Effective from the Contract Signing Date)		
5.1.1	Inception Report	T1 + ½ Month	5%
5.1.2	USP Preliminary Review Report	T1 + 1 Month	5%
5.1.3	Technical Due Diligence <ul style="list-style-type: none"> • Institutional & Legal Assessment Report • Economic Financial Viability Assessment • PPP Option Analysis with Risk Matrix • Market Viability Assessment 	T1 + 2½ Months	40% (10% at each milestone)
5.1.4	USP Detailed Review	T1 + 3 Months	5%
5.1.5	Transaction Structure & Approval	T1 + 3 Months	5%
5.2	Phase II – Bid Management (T2 = Effective from Transaction Structure & Approval)		
5.2.1	Marketing and Submission of Bidding Package	T2 + 1 Month	10%

⁴² Payment schedule is mentioned as a percentage (%) of the total Contract Price

5.2.2	Submission of Bid Evaluation Reports	T2 + 4 Months	5%
5.2.3	Issuance of Letters for Award of Contracts	T2 + 5 Months	5%
5.3	Phase III – Transaction Negotiation(s) & Financial Closure(s) (T3 = Effective from the Issuance of Letters for Award of Contracts)		
5.3.1	Transaction negotiation and signing of Concession(s)	T3 + 1 Month	10%
5.3.2	Financial Closure(s)	T3 + 6 Months	10%
Total Contract Duration		14 Months	100%

NOTE: In case the Project is found unviable or unfeasible, considering either USP or standalone basis, during the legal viability assessment stage, as ascertained by the Consultant or decided by the Procuring Agency, then the Procuring Agency in such a case shall release the Consultant 15% (including 5% of the Inception Report and 5% of the USP Preliminary Review Report) of the Contract Price by terminating the Assignment's Contract. The Procuring Agency shall not offer any mobilization advance to the Consultant. The Procuring Agency shall ensure the release of the payments to the Bidder (in case of the Consortium, the Consortium respective member) within thirty (30) Days following the payment schedule mentioned above subject to the satisfactory completion of the respective milestones for the Project as verified and recommended by the Procuring Agency's authorized representative(s).

6. ASSIGNMENT RFP INQUIRIES/ CLARIFICATION

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

Attention: Chief Engineer (SDP), Engineering Department

Address: 8th Floor, Civic Centre Building, Block 14, Gulshan-e-Iqbal, Karachi.

Phone: +92 21 99211017

Fax: +92 21 99222193

Email: ppp.fsta@gmail.com

7. RELEVANT INFORMATION

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

Section VI – Conditions of Contract and Standard Forms

General Conditions of Contract

Table of Contents

1. General Provisions.....	82
1.1. Definitions.....	82
1.2. Law Governing Contract.....	83
1.3. Language.....	83
1.4. Notices.....	83
1.5. Location.....	84
1.6. Availability of Member in Charge.....	84
1.7. Authorized Representatives.....	84
1.8. Taxes and Duties.....	84
1.9. Fraud and Corruption.....	84
2. Commencement, Completion, Modification and Termination of Contract....	85
2.1. Effectiveness of Contract.....	85
2.2. Commencement of Services.....	85
2.3. Expiration of Contract.....	85
2.4. Modifications or Variations.....	85
2.5. Force Majeure.....	86
2.6. Termination.....	86
3. Obligations of the Consultant.....	88
3.1. Standard of Performance.....	88
3.2. Conflict of Interests.....	88
3.3. Confidentiality.....	89
3.4. Insurance to be Taken Out by the Consultant	89
3.5. Consultant's Action Requiring PAs Prior Approval.....	89
3.6. Reporting Obligations.....	89
3.7. Documents Prepared by the Consultant to be the Property of the PA	90
3.8. Accounting, Inspection and Auditing	90
4. Consultant's Personnel	90
4.1. Description of Personnel.....	90
4.2. Removal and/ or Replacement of Personnel.....	90
5. Obligations of the Procuring Agency.....	91
5.1. Assistance and Exemptions	91
5.2. Change in the Applicable Law Related to Taxes and Duties.....	91
5.3. Services and Facilities.....	91
6. Payments to the Consultant	92
6.1. Performance Security	92
6.2. Lump-Sum Payment	92
6.3. Contract Price	92

6.4. Payment for Additional Services..... 92
6.5. Terms and Conditions of Payment92

7. Good Faith 92
7.1. Good Faith 92

8. Settlement of Disputes 92
8.1. Amicable Settlement 92
8.2. Dispute Resolution 93

General Conditions of Contract

1. General Provisions

1.1. Definitions

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

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

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

1.2. Law Governing Contract

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

1.3. Language

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

1.4. Notices

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

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

signed by the Consultant as Appendix-A to this Form of Contract, then the Client shall be entitled to:

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

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

2. Commencement, Completion, Modification and Termination of Contract

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

2.5. Force Majeure

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

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

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

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

2.6. Termination

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

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

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

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

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

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

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

3. Obligations of the Consultant

3.1. General

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

3.2. Conflict of Interests

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

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

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

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

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

3.3. Confidentiality

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

3.4. Insurance to be Taken Out by the Consultant

3.4.1. The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

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

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

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

3.6. Reporting Obligations

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

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

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

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

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

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

**3.8. Accounting,
Inspection and
Auditing**

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

3.8.2. The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Procuring Agency and/or persons appointed by the Procuring Agency to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Procuring Agency if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures).

4. Consultant Personnel

**4.1. Description of
Personnel**

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

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

4.2. Removal and/or Replacement of Personnel

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

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

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

5. Obligations of the PA

5.1. Assistance and Exemptions

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

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

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

5.3. Services and Facilities

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

6. Payments to the Consultant

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

7. Good Faith

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

8. Settlement of Disputes

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

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

**8.2. Dispute
Resolution**

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

Special Conditions of Contract

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

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1.1(a)	The Applicable Procurement Law is: Sindh Public Procurement Act and Sindh Public Procurement Rules (as prevails at the RFP advertisement time)
GCC 1.1.1(b)	The Procuring Agency's Name is: Karachi Development Authority
GCC 1.2.1.	The Contract shall be construed in accordance with the law of: Islamic Republic of Pakistan.
GCC 1.3.1.	The Language is: English
GCC 1.4.1.	<p>The addresses are:</p> <p>Procuring Agency:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>Phone No: _____</p> <p>E-mail: _____</p> <p>Consultant:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>Phone No: _____</p> <p>E-mail: _____</p>
GCC 1.5.1.	The services shall be performed at: Karachi and the Project's locations as further specified in the TOR.
GCC 1.6.1.	<p>{The Member in Charge is [insert name of member]}</p> <p><i>Note: If the Consultant consists of a joint venture/ Consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.6 should be deleted from the SC.</i></p>

GCC 1.7.1. The Authorized Representatives are:

For the PA: _____

For the Consultant: _____

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

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

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

GCC 2.3.1. The Contract shall remain effective for fourteen (14) months; however, this stipulated period may be extended at no-cost or without any change in the Contract Price in case of a reasonable delay, acceptable to the Procuring Agency, in the Project's execution subject to the terms and conditions laid down in the RFP.

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

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

- Inception Report
- USP Preliminary Review Report
- Technical Feasibility Report
- Economic Financial Viability Assessment
- PPP Option Analysis with Risk Matrix
- Market Viability Assessment
- USP Detailed Review Report
- Institutional & Regulatory Assessment Report
- PPP Options, Risk Matrix & Value for Money Analysis Report
- Project Preparation & Approval
- Bid documents package, including concession agreements; and
- Any other report as part or falling within the Assignment's scope.

-
- GCC 6.1.1.** Successful Consultant, upon fourteen (14) days of issuance of the Letter of Award, shall require submitting **performance security** equivalent to **5% of the Contract Price** in shape of **Bank Guarantee** issued by a scheduled bank in Pakistan in favor of '**Karachi Development Authority**'. Discharge of the security shall take place within twenty-eight (28) days following satisfactory completion of the PA's performance obligations.
-
- GCC 6.3.1.** The Procuring Agency shall release the payments to the successful Bidder (in case of a Consortium, respective members including a National Company or a foreign firm) in **Pak Rupees** only.
-
- GCC 6.5.1.** The payments shall be made according to deliverables and schedule as specified under Section V – Terms of Reference of RFP Document.
-
- GCC 8.2.1.** Disputes shall be settled in accordance with the Arbitration Act, 1940.
-

Contract

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

WHEREAS, the Procuring Agency wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - 1.1 The Consultant shall perform the services specified in Section V – Terms of Reference and Scope of Services,” which is made an integral part of this Contract (the ‘**Services**’).
 - 1.2 The Consultant shall provide the reports listed in Annex B, ‘Consultant’s Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.
- 2. Term**
 - 2.1 The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - 3.1 **Ceiling:** For Services rendered pursuant to Section V, the Procuring Agency shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - 3.2 **Payment Conditions:** Payment shall be made in Pak Rupees (PKR), no later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 5.
- 4. Economic Price Adjustment**
 - 4.1 Not applicable
- 5. Project Administration**
 - 5.1 **Coordinator:** The Procuring Agency designates Mr./Ms. *[insert name]* as PA’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for

DRAFT CONTRACT

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

5.2 **Timesheets:** During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

5.3 **Records and Accounts:** The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Procuring Agency reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Performance Standards

6.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Procuring Agency considers unsatisfactory.

7. Confidentiality

7.1 The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Procuring Agency's business or operations without the prior written consent of the PA.

8. Ownership of Material

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

9. Consultant Not to be Engaged in Certain Activities

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

10. Insurance

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

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

FOR THE PROCURING AGENCY

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title _____

Title _____

Appendices

Standard Forms

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

Form of Bid Security

(Bank Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Bidder) with address: _____

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

RFP/ Bid Reference No.: _____

RFP/ Bid Date: _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying RFP/ Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

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

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

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

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

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

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

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

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

(Name, Title & Address)		Corporate Guarantor (Seal)

Form of Performance Security

(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry Date _____

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Consultant) with address: _____

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

Letter of Acceptance No. _____

Dated _____

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

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

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

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

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up

to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

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

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

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

Appendix A – Integrity Pact

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

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

Dated _____

..... *[name of Consultant]* hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

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

[name of Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent above declaration, representation or warranty.

[name of Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at option of GoS.

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

Name of the Procuring Agency: _____ Name of the Consultant: _____
Signature: _____ Signature: _____
[Seal] [Seal]

Appendix B – Affidavit (non-blacklisting)***[On stamp paper of PKR 200]****[Location, Date]*To: *[Name and address of PA]***Re: Feasibility study and transaction advisory services for the development of Malir Expressway Project Phase I under public-private partnership mode.**

Dear Sir:

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

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Appendix C – Power of Attorney⁴³

[On stamp paper of PKR 200]

[Location, Date]

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

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

For and on behalf of

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

Witnesses:

Signature: _____	Signature: _____
Name: _____	Name: _____
CNIC No.: _____	CNIC No.: _____

⁴³ In case of a Consortium, a separate power of attorney (on this format) to be provided/ executed by each member of the Consortium (including the Lead Member) in favor of a representative and attorney of the Lead Member of the Consortium. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. For a power of attorney executed and issued overseas, the same will also have to be legalized by the Pakistan Embassy and notarized in the jurisdiction where the power of attorney is being issued.