



NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY KARACHI

GOVERNMENT OF SINDH

REQUEST FOR PROPOSAL

Hiring of Consultants for Feasibility Study and Transaction Advisory Services

Technology Park, Karachi

May 2020



CONTENTS

SECTION 1: INVITATION LETTER.....	4
SECTION 2: INSTRUCTIONS TO CONSULTANTS	6
2.1 Definition.....	6
2.2 INTRODUCTION	9
2.3 Bidding Process Timetable	9
2.4 Conflict of Interest	9
2.5 Conflicting Relationships.....	10
2.6 Fraud and Corruption	10
2.7 Integrity Pact	10
2.8 Only one Proposal.....	11
2.9 Bid Validity	11
2.10 Clarification and Amendment in RFP Documents	11
2.11 Preparation of Proposals	11
2.12 Language.....	12
2.13 Technical Proposal Format and Content	12
2.14 Financial Proposal	13
2.15 Taxes	13
2.16 Submission, Receipt, and Opening of Proposals	13
2.17 Bid Security.....	13
2.18 Basic Eligibility Criteria	14
2.19 Proposal Evaluation.....	15
2.20 Evaluation of Technical Proposals	15
2.21 Evaluation of Financial Proposals.....	15
2.22 Negotiations.....	16
2.23 Availability of Professional staff/experts.....	16
2.24 Award of Acceptance	16
2.25 Confidentiality	16
2.26 Consortium Agreement	16
2.28 Schedule of Deliverables	18
DATA SHEET	19
SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS	22
FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM.....	23
FORM TECH-2. CONSULTANT’S ORGANIZATION AND EXPERIENCE	24



FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE.	26
FORM TECH-4. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT	27
FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENT	28
FORM TECH-6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF.....	29
FORM TECH-7. STAFFING SCHEDULE.....	31
FORM TECH-8. WORK SCHEDULE	32
SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS.....	33
FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM	34
FORM FIN-2 SUMMARY OF COSTS (in Local Currency PKR).....	35
SECTION 5: TERMS OF REFERENCE	36
SECTION 6: EVALUATION CRITERIA AND SCORING SYSTEM.....	41
SECTION 7: INTEGRITY PACT.....	48
SECTION 8: AFFIDAVIT	49



SECTION 1: INVITATION LETTER

Dear Sir/Madam,

Sub: Hiring of Consultants for Feasibility Study of Technology Park, Karachi.

- 1- NED University of Engineering & Technology Karachi (NEDUET), is one of the oldest universities in Pakistan since 1921. NEDUET has played a pivotal role in augmenting technological and industrial development by providing dependable cadres of engineering graduates. Assigning the highest priority to quality in education the development of indigenous capabilities in design, management and operation have been vital for the progress and prosperity of the nation. The policy and practice of the present-day administration in this university assigns the highest priority to quality in education.
- 2- NED University of Engineering & Technology Karachi (the “**Procuring Agency**”), invites “Technical and Financial Proposals” for Feasibility Study and Transaction Advisory Services to develop a Technology Park (“**the Project**”) at NED University Karachi, under Public Private Partnership mode (the “**Assignment**”), from prospective firms/consortiums.
- 3- The objectives of the project may include:
 - Business development by reducing barriers to entry in the market.
 - Supports the emerging local companies which seek to develop and export diverse technology-based products, services and intellectual property.
 - Mentoring/Networking startups and companies at incubator client and anchor business levels.
 - Encourage the active collaboration between the public and private sector technology to develop the initiatives.
 - Attract global technology, businesses, and research organizations focused on moving their operations to the largest city and innovation and talent center in Pakistan.
 - To promote the commercialization of Research and Development (R&D) in association with local research centers of NED University and national/provincial regulatory authorities.
 - Create and maintain national and international strategic links also and international business windows.
 - Providing professional business support and innovative services that are designed at increasing the scale and reach of innovation-led and knowledge-based industry in the area or locality as well as in the park and NED University.
- 4- Prospective bidders/firms/consortiums encourage to acquaint fully with the Assignment and local conditions before submitting their Bid(s), by sending written queries to the Client, if any. Please note that no cost of any such visit or queries shall be reimbursable.
- 5- A firm/consortium will be selected under the Quality and Cost Based Selection Method (QCBS) described in RFP, as per the Sindh Public Procurement Rules 2010. It is, therefore, recommend that the participants thoroughly examine the applicable laws to understand the nature of their possible relationship with the client and the rules governing this relationship. RFP includes the following documents:

Section 1: Letter of Invitation

Section 2: Instructions to Consultants (including Data Sheet)

Section 3: Technical Proposal - Standard Forms



Section 4: Financial Proposal - Standard Forms
Section 5: Terms of Reference
Section 6: Evaluation Criteria and Scoring System
Section 8: Affidavit
Section 9: Power of Attorney
Appendix-I: Draft Consultancy Contract

Yours sincerely,
Director Procurement
NED University of Engineering & Technology



SECTION 2: INSTRUCTIONS TO CONSULTANTS

2.1 Definition

All capitalized terms not defined herein shall have the meaning set forth in the Consultancy Services Contract.

Assignment	Shall have the meaning set out in the Invitation Letter.
Bid(s) / Proposal(s)	Any and all proposals and bids submitted by the Consultants as a response to this RFP that are prepared and submitted in accordance with this RFP and are in compliance of the same. The Bids shall include Technical Proposal and the Financial Proposal
Bidder	An enterprise or Consortium which submits a Proposal in response to this RFP.
Bid Price	Final price quoted by Bidder in the Financial Proposal should only be in Pakistani Rupees, including all costs and taxes.
Business Day	Any day other than Sunday or public holiday in the Islamic Republic of Pakistan or the province of Sindh on which banks in Pakistan are generally open for business.
Bid Security	The security deposit to be made by a Bidder in the form of a financial guarantee, pay order or bank draft issued by a scheduled commercial bank operating in Pakistan acceptable to the Government Authority (with a minimum rating of 'A-' by JCR VIS or an equivalent rating by PACRA or any other creditable credit rating agency) in the amounts and conditions specified in Section 2.17.
Bid Validity Period	Period of 90 days starting from Submission Deadline.
Consortium	A Bidder comprised of a group of two or more enterprises formed to submit a Proposal. The Consortium shall not be an association of more than five (5) firms.
Consultancy Agreement	The contract to be executed after the completion of the competitive bidding procedure between the Authority and the Preferred Bidder.
Consultant	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, management firms, procurement agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
Consultant Selection Committee	The Consultant Selection Committee notified by the Procuring Agency pursuant to SPP Rules to undertake procurement process to hire Consultants for the Project.



Data Sheet	Such part of the instructions to Bidders that is used to reflect specific assignment conditions.
Day	Calendar day including holiday.
Feasibility Study	Technical, Social, Environmental, Legal, Financial, and Socio-Economic feasibility study for the Project.
Financial Close	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 (successful bidder for implementation of the Project). The complete funding required to implement the Project is arranged at financial close with fully satisfaction of conditions of a financing agreement for loan disbursement.
Government	The Government of Sindh.
Instructions to Bidders	(Section 2 of the RFP) Means a document that provides Bidders with all the necessary information to prepare their proposals.
Key Professional Staff	Means the professionals assigned by the Consultant / Bidder to undertake assignment as listed under the Evaluation Criteria and Scoring System.
Lead Member	In case of a Consortium, the firm leading the overall Assignment. In such cases, the Lead Member shall be the financial consultancy firm.
Performance Security	The security deposit to be made by a preferred bidder in the form of a financial guarantee, pay order, issued by a scheduled commercial bank operating in Pakistan and acceptable to the Government Authority (with a minimum score of ' A- ' by JCR VIS or an identical rating by PACRA or any other reputable credit rating agency).
Preferred Bidder	The successful Bidder that will be recommended by the Consultant Selection Committee.
Procuring Agency	NED University of Engineering & Technology Karachi
Project	NED Technology Park (NTP) Karachi.
Submission Deadline	The deadline for submitting their plan as given in the Data Sheet.
Request for Proposal / RFP	This document, the Request for Proposal prepared by the Procuring Agency for the selection of Consultants.
SPP Rules	Sindh Public Procurement Rules 2010, amended from time to time.
SPPRA	Sindh Public Procurement Regulatory Authority.



Terms of Reference	(TOR) The document included as Section 5 in the RFP explaining the objectives, scope of work operations, and tasks to be done, respective roles of the Procuring Agency and the Consultant, and expected results and deliverable of the assignment.
---------------------------	---



2.2 INTRODUCTION

- 2.2.1 The Procuring Agency named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 2.2.2 The Bidders are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Consultancy Agreement with the Preferred Bidder.
- 2.2.3 Bidders should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Bidders may liaise with Procuring Agency's representative named in the Data Sheet for gaining better insight into the Assignment.
- 2.2.4 Bidders shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation, if any. The Procuring Agency reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidders in line with SPP Rules.
- 2.2.5 While submitting the Technical Proposal, the composition of the proposed team and task assignment to individual personnel shall be clearly stated.
- 2.2.6 If a firm as a consortium is qualified/selected on the strength of experience of a foreign company, requisite key personnel from that foreign company shall be fielded.
- 2.2.6 In case a firm is proposing Key Professional Staff from educational/research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with the CV of such person.

2.3 Bidding Process Timetable

ACTIVITY	DATE
Issuance of RFP	13 th May 2020
Pre-Bid Conference	3 rd June 2020
Clarifications / Comments Request Deadline	4 th June 2020
Response to Questions Document Issuance	8 th June 2020
Bids Submission Deadline	18 th June 2020

2.4 Conflict of Interest

- 2.4.1 Bidders are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Bidders 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 Bidder or the termination of its contract, as the case may be.



2.4.2 Without limitation on the generality of the foregoing, Bidders, 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:

- i. A Bidder that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
- ii. A Bidder (including its Consortium members) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder to be executed for the same or for another Procuring Agency.
- iii. A Bidder (including its Consortium members) 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 the Consultancy Agreement, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved.

2.5 Conflicting Relationships

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

- i. They are on leave of absence without pay;
- ii. They are not being hired by the agency they were working for, six months prior to going on leave; and
- iii. Their employment would not give rise to any conflict of interest.

2.6 Fraud and Corruption

2.6.1 It is 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 SPP Rules which defines:

“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of SPP Rules, “The Procuring Agency can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA, provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

2.7 Integrity Pact

2.7.1 Pursuant to Rule 89 of SPP Rules, Bidder undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million (Section 7).



2.8 Only one Proposal

- 2.8.1 Bidders may only submit one Proposal. If a Bidder submits or participates in more than one Proposals, such Bids shall be disqualified. Participation of the same sub-consultant, including individual experts, in more than one Bid is not allowed.

2.9 Bid Validity

- 2.9.1 The Data Sheet indicates Bid Validity Period. During this period, Bidders shall maintain the availability of Key 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 Bidders to extend the validity period of their Proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders may submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree have the right to refuse to extend the validity of their Proposals.
- 2.9.2 Bidders shall submit required Bid Security in the required form, along with Financial Proposal defined in the Data Sheet. Bid Security shall be returned to the unsuccessful bidders once the Consultancy Agreement has been signed with the Preferred Bidder or the validity period has expired. The Bidder shall provide the Bid Security in accordance with the SPP Rules acceptable to the Authority. The Bid shall be summarily rejected if it is not accompanied with the Bid Security.

2.10 Clarification and Amendment in RFP Documents

- 2.10.1 Bidders may request for a clarification of contents of the RFP and Draft Consultancy Contract in writing by the date mentioned in the Data Sheet, and Procuring Agency shall respond to such queries by the date mentioned in the Data Sheet, provided they are received at least one calendar day prior to the Pre-Bid Conference. The Procuring Agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarifications, it shall do so, at its sole discretion.
- 2.10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Bidders (or uploaded on website of SPPRA and/or Procuring Agency) and will be binding on them. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the Submission Deadline.

2.11 Preparation of Proposals

- 2.11.1 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.
- 2.11.2 The Proposal must be prepared in two separate parts, each to be contained in a separate cover as follows:

Cover 1: Technical Proposal
Cover 2: Financial Proposal



2.12 Language

2.12.1 The Proposal as well as all related correspondence exchanged by the Bidders 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 Islamic Republic of Pakistan.

2.13 Technical Proposal Format and Content

2.13.1 While preparing the Technical Proposal, Bidders must give particular attention to the following:

- i. It is desirable that majority of the Key Professional Staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- ii. Key Professional Staff who are not employees of the Bidder must certify 14(b) of Form Tech-6 and sign the CV with no amendments or changes thereto.
- iii. Proposed Key Professional Staff must, at a minimum, have the experience indicated in the Evaluation Criteria as given in Section 6, preferably working under similar geographical condition.
- iv. Alternative Key Professional Staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

2.13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- i. A brief description of the consultant organization and an outline of recent experience on assignments (Form Tech-2) 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.
- ii. 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).
- iii. A detailed description of the proposed methodology, work plan for performing the assignment, staffing (Form Tech-4).
- iv. 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).
- v. CVs recently signed by the proposed Key Professional Staff and the authorized representative submitting the Proposal (Form Tech-6). Key information should include number of years working for the consultant and degree of responsibility held in various assignments.
- vi. 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 and Form Tech-8).
- vii. Any additional information requested in the Data Sheet.

The Technical Proposal shall not include any financial information.



2.14 Financial Proposal

- 2.14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment. 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.

2.15 Taxes

- 2.15.1 The Consultant will be subject to all applicable taxes including stamp duty and service charges at prevailing rates unless exempted by relevant tax authority.

2.16 Submission, Receipt, and Opening of Proposals

- 2.16.1 Proposals shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4 and shall be signed by the authorized representative of the Consultants (Individual Consultant) or Lead Member in case of Consortium. All pages of the original Technical and Financial Proposals shall be numbered in ascending order, be initialed and stamped by an authorized representative of the Consultants or Lead Member in case of Consortium. In each case, the authorization (of authorized representative) shall be in the form of a duly notarized power of attorney accompanying the Proposal in the form provided in Section 9.
- 2.16.2 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 governs.
- 2.16.3 The Technical Proposal shall be submitted, in triplicate (one original and two copies) and shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**” Similarly, the original Financial Proposal shall be submitted, in triplicate (one original and two copies) and shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” 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.
- 2.16.4 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, or any extension to this date. Any Proposal received by the Procuring Agency after the Submission Deadline shall be returned unopened. In order to avoid any delay arising from the postal or Procuring Agency’s internal dispatch workings, Consultants should ensure that Proposals to be sent through couriers should reach a day before the Submission Deadline.

2.17 Bid Security

- 2.17.1 A Bid submitted by each Bidder must be accompanied by a Bid Security in an amount at least or equal to one (1%) percent of the Bid Price, in Pakistani Rupees, which shall remain valid for a period of at least twenty eight (28) days beyond the original Bid Validity Period making it a total of one hundred and eighteen (118) days from the Proposal Deadline.



- 2.17.2 The Bid Security submitted by the unsuccessful Bidders shall be released to the unsuccessful Bidders upon signing of the Consultancy Agreement with the Preferred Bidder.
- 2.17.3 Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than the requirement mentioned in 2.17.1 or other than in the required form by this RFP shall be, in each case, rejected by the Government as non-responsive. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained.
- 2.17.4 The Bid Security (or the Performance Security as the case may be) may be en-cashed by the Procuring Agency in the following circumstances:
- In the case of Preferred Bidder, if it fails within the specified times to:
 - Comply with the instructions laid down in the Letter of Acceptance within the time period stipulated therein;
 - Furnish the necessary Performance Security when required;
 - Sign the Consultancy Agreement within 30 days of issuance of Letter of Acceptance;
 - In case the Bid Security expires prior to the date falling twenty-eight (28) days beyond the original Bid Validity Period;
 - In case of an occurrence of Consultant's event of default in terms of the Consultancy Agreement; and / or
 - Consultant / Bidder withdraws its Bid during the Bid Validity Period;

2.18 Basic Eligibility Criteria

- 2.18.1 Registration with Sindh Revenue Board or other relevant tax authority (In case of Consortium, every consortium member firm should provide a copy of registration with Sindh Revenue Board or relevant tax authority).
- 2.18.2 Registration with Pakistan Engineering Council (PEC) (In case of Consortium, the PEC registration of technical and environmental / social consulting firm members, as applicable, is required).
- 2.18.3 The Bidder (in case of a Consortium, all of the Members) must submit constituent documents in accordance with Applicable Laws.
- 2.18.4 In case of Consortium, the Consortium Agreement shall be submitted pursuant to clause 2.26.
- 2.18.5 The Bidder is not black listed by any department of Government of Sindh or Government of Pakistan. An affidavit from bidder shall be signed and submitted with Technical Proposal (In case of consortium, every consortium member firm should provide affidavit) (**Section 8**).
- 2.18.6 For a Consortium to be eligible for bidding, every member of Consortium firm should place at least one (1) Key Professional Staff and at least two (2) Key Professional Staff of Lead Member firm of Consortium.
- 2.18.7 In case of Consortium, the Consortium Agreement shall be submitted pursuant to clause 2.26.



2.18.8 The relevant experience of Lead Member and other Consortium member firms is mandatory. The experience of every Consortium member firm shall be provided as given in Form Tech-2(B) along with supporting documentation in the form acceptable to Consultant Selection Committee, for each listed experience on Form Tech-2 (B). The Procuring Agency reserves the right to verify any experience under Form Tech-2 (B) and in case of Non-production of any document for verification purposes acceptable to Consultant Selection Committee shall result in non-scoring of that particular credential.

2.19 Proposal Evaluation

2.19.1 The Consultant Selection Committee shall first check the basic eligibility criteria pursuant to section 2.18 in Technical Proposal of all bids received. Any Technical Proposal which do not meet basic eligibility criteria shall not be evaluated further for technical score. Such bid will stand non-compliant.

2.19.2 From the time the Proposals are opened to the time the contract is awarded, the Bidders should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by any Bidder to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the Bidder's Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.19.3 Quality and Cost Based Selection Method (QCBS) will be adopted in evaluating the Proposal. In the first stage a technical evaluation will be carried out. Only those Technical Proposals, which score at least 75 points out of 100, shall be considered for evaluation of Financial Proposal.

2.20 Evaluation of Technical Proposals

2.20.1 The Consultant Selection 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 (TS). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Section 6A.

2.20.2 After the technical evaluation is completed, the Procuring Agency shall notify in writing, Bidders that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Qualified Bidders' attendance at the opening of Financial Proposals is mandatory. Financial Proposals of those Bidders who failed to secure minimum qualifying marks shall be returned un-opened.

2.21 Evaluation of Financial Proposals

2.21.1 Financial Proposals shall be opened in the presence of the technically qualified Bidders' representatives who choose to attend. The name of the Bidders and the technical scores of the Bidders shall be read aloud. The Financial Proposal of the Bidders who meet the minimum qualifying marks 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 and the Bid Security in the Financial Proposals will be checked.



- 2.21.2 The Consultant Selection Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to 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.

2.22 Negotiations

- 2.22.1 Negotiations will be held at the date and address to be communicated by the Procuring Agency. The invited Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Key Professional Staff. Failure in satisfying such requirements may result in the Procuring Agency proceeding to negotiate with the next-ranked Bidder. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude Consultancy Agreement.

2.23 Availability of Professional staff/experts

- 2.24.1 The consultant must submit CV for each required Key Professional Staff. Moreover, the Key Professional Staff team will be made an integral part of the Consultancy Services Contract. Having selected the Bidder on the basis of, inter alia, an evaluation of proposed Professional staff, the Procuring Agency expects to negotiate Consultancy Agreement on the basis of the professional staff named in the Proposal. Before contract negotiations, the Procuring Agency will require assurances that the professional staff will be actually available. The Procuring Agency will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the Proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.

2.24 Award of Acceptance

- 2.25.1 After completing negotiations, the Procuring Agency shall issue Letter of Acceptance (LoA) to the Preferred Bidder and within seven days of the award of contract, Procuring Agency shall publish on the website of SPPRA and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, letter of award, bill of quantity or schedule of requirement, as the case may be.
- 2.25.2 After publishing of award of contract, the Preferred Bidder is required to submit Performance Security as indicated in Data Sheet.

2.25 Confidentiality

- 2.26.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the LOA. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.

2.26 Consortium Agreement



- 2.27.1 In case of Consortium of firms, the Proposal shall be accompanied by a certified true copy of the **Consortium Agreement**. The Consortium Agreement as applicable shall confirm the following therein:
- i. Date and place of signing;
 - ii. Purpose of consortium (must include the details of contract works 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;
 - iv. Delineation of duties, responsibilities and scope of work to be undertaken by each along with resources committed by each partner/member of the Consortium for the proposed services;
 - v. An undertaking that the firms are jointly and severally liable to the Authority for the performance of the services;
 - vi. Duties, responsibilities and powers of the Lead Member;
 - vii. The authorized representative of the consortium members.
- 2.27.2 In case of Consortium, it is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the consortium. For a consortium to be eligible for bidding, the experience of Lead Member and other members should be indicated.
- 2.27.3 Any alternative Proposal, such as one by a firm in sole capacity and another in Consortium with another firm or as a part of 2 or more consortiums, for the assignment will be summarily rejected. In such an event, all the Proposals submitted by such firm and its Consortium or associate shall be rejected.
- 2.27.4 The Proposal of a firm is liable to be rejected if the firm makes any false or misleading statement in the Proposal(s) without prejudice to the rights of the Authority to initiate further proceedings against the said firm(s).
- 2.27.5 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft contract agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Consultancy Agreement.
- 2.27.6 In case of any international firm(s) being part of a Consortium, the Consortium Agreement printed on Lead Member / Consultant's letter head, complying with the requirements of this section 2.27 of the RFP, duly signed by all the parties to the agreement, will be acceptable.
- 2.27.7 Furthermore, for the sake of clarity, the Consortium Agreement thus provided by Bidders, must encapsulate all the elements as mentioned in this section 2.27. The form and drafting of the Consortium Agreement is at the discretion of the Bidders, however, the substance must encapsulate all the elements mentioned in this section 2.27.



2.28 Schedule of Deliverables

	Phase-1: Feasibility Study	Timeline <i>(from signing of Consultancy Contract)</i>	Payment
1	Inception Report <i>(shall cover 5.3.1.1 of TORs)</i>	One Week	-
2	Technical Feasibility Study <i>(shall cover 5.3.1.2 of TORs)</i>	5 months	35%
3	Financial Viability Assessment Report & PPP Options Analysis Report <i>(shall cover 5.3.1.3 and 5.3.1.4 of TORs)</i>	6 months	05%
4	Legal, Institutional and Regulatory Assessment Report <i>(shall cover 5.3.1.5 of TORs)</i>	6 months	05%
			45%

	Phase-2: Transaction Advisory	Timeline <i>(from signing of Consultancy Contract)</i>	Payment
3	Preparation and Submission of Procurement Package <i>(shall cover 5.3.2.1 of TORs)</i>	8 Months	20%
4	Issuance of Bid Documents and Market Sounding <i>(shall cover 5.3.2.2 and 5.3.2.3 of ToRs)</i>	9 Months	05%
5	Submission of Bid Evaluation Report <i>(shall cover 5.3.2.4 of ToRs)</i>	11 Months	05%
6	Issuance of Letter of Award/Acceptance <i>(shall cover 5.3.2.5 of ToRs)</i>	12 Months	05%
			35%

	Phase-3: Transaction Negotiation and Financial Closure	Timeline <i>(from signing of Consultancy Contract)</i>	Payment
7	Transaction Negotiation & Signing of Concession Agreement <i>(shall cover 5.3.3.1 of ToRs)</i>	13 months	5%
8	Execution of ancillary agreements and other required documents <i>(shall cover 5.3.3.2 of ToRs)</i>	15 months	10%
9	Financial Close <i>(shall cover 5.3.3. of ToRs)</i>	18 Months	5%
			20%

* The timeline is from signing of Consultancy Services Agreement for each deliverable



DATA SHEET

The following specific data shall supplement the provisions in the Document.

	Project Name	Technology Park Karachi
1	Address and Contact Person of Procuring Agency	Designation: Director Procurement Address: NED University of Engineering & Technology, Karachi. Tel: +92 21 9926 1261-68 Ext: 2291 Email: dp@neduet.edu.pk
2	Focal Person/Project Director of the Project	Name: Dr. Asad Arfeen Designation: Assistant Professor (Department of Computer & Information Systems Engineering) / Director IT Address: NED University of Engineering & Technology, Karachi. Tel: +92 21 9926 1252 Email: arfeen@neduet.edu.pk
3	Address for Submission of Bids	Director Procurement Ground Floor, Administration Building, NED University of Engineering and Technology, University Road, Karachi, Pakistan
4	Pre-bid Meeting	Time: 12:00 P.M. Date: 3 rd June 2020 Address: Office of Director Procurement NED University of Engineering and Technology University Road, Karachi. Interested bidders may join pre-bid meeting also through Skype video call. Skype ID is dit@neduet.edu.pk
5	Submission Deadline date and time	4:00 P.M Pakistan time on 18th June 2020
6	Bid Opening	4:30 P.M Pakistan time on 18th June 2020
7	Envelopes	“ORIGINAL PROPOSAL” DOCUMENTS IN TECHNICAL PROPOSAL or FINANCIAL PROPOSAL as appropriate; and, DO NOT OPEN, EXCEPT IN PRESENCE OF THE CONSULTANT SELECTION COMMITTEE on outer envelope.
8	Language of Bid and correspondence	English
9	Bid Validity Period	90 days from the Submission Deadline.



10	Evaluation Criteria	Minimum 70 points for technical Proposal qualification. Refer Section 6A
11	Scoring System	Refer Section 6B
12	Method of Selection	Quality and Cost Based Selection (QCBS)
13	Bid Security	The Consultant shall deposit a bid security in original Financial Proposal of an amount equivalent to 1% (one per cent) of the Bid Price in the form of Pay Order / Financial Guarantee favoring “Director Finance - NED University Karachi”, which shall remain valid for a period of 28 days beyond the Bid Validity Period, in order to provide the Procuring Agency reasonable time to act, if the security is to be called. The Bid Security shall be made from a scheduled bank with a minimum credit rating of ‘A-‘.
14	Performance Security	2% of Bid Price in the form of Pay Order / Financial Guarantee, shall remain valid for period of 90 days beyond the completion of Assignment or two years, whichever comes earlier
15	Contract Stamping	Duly stamped @ 0.35% of Bid Price by successful bidder at its own cost OR as per applicable rates.
16	Tax Liability	The Procuring Agency shall only deduct income tax on services. Bidders has to assess all other applicable taxes while quoting the Bid Price in the Financial Proposal.





SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS

[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.]

Form TECH-1. Technical Proposal Submission Form

Form TECH-2. Consultant's Organization and Experience
A – Consultant's Organization
B – Consultant's Experience

Form TECH-3. Comments and Suggestions on the Terms of Reference

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

Form TECH-5. Team Composition and Task Assignment

Form TECH-6. Curriculum Vitae (CV) for proposed Key Professional Staff

Form TECH-7. Staffing Schedule

Form TECH-8. Work Schedule



FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Director Procurement
NED University of Engineering & Technology
Karachi

Dear Sir:

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

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*

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 Bid 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,
Yours sincerely,

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 (two 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.]

Assignment Name:	Country:	
Location within Country :	Professional Staff Provided by your firm	
Name of Client : Authorized Representative: (Name & Designation) Telephone: Email:	No. of Staff :	
Address :	No. of Staff Months :	
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services : (in current PKR) :
Name of Association Firm(s) if any :	No. of Months of Professional Staff provided by Associated Firm(s)	
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed:		
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

On the Terms of Reference (TORs)

[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.]

- 1.
- 2.
- 3.
- 4.
- 5.
- ..
- ..

Understanding of the Assignment



FORM TECH-4. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

The approach and methodology will be detailed precisely under the following topics.

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- 1) **Technical Approach and Methodology.** *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*
- 2) **Work Plan.** *In this chapter you 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 understanding of the TORs and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form-VIII.*
- 3) **Organization and Staffing.** *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*



FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENT

I. Professional Staff					
S. No	Name	Firm	Area of expertise	Position	Task Assignment
1					
2					
3					
4					
..					
...					



FORM TECH-6. FORMAT OF 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**: _____
5. **Nationality**: _____
6. **Educational Qualification**: [*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained*]: _____
7. **Membership of Professional Societies**: _____
8. **Other Training** [*indicate significant training since degrees under 6 – Education were obtained*]: _____
9. **Countries of Work Experience**: [*list countries where staff has worked*]: _____
10. **Languages** [*for each language indicate proficiency: good, fair, or poor in speaking, reading and writing*]: _____
11. **Employment Record**:
[*Starting with present position, list in reversed order, every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held*]:
From [Year]: _____ To [Year]: _____ Employer: _____ Position held: _____
12. **Detailed Tasks Assigned** [*List all tasks to be performed under this assignment*]:
13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**
[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12*]:
Name of assignment or project: _____
Year: _____
Location: _____
Line Department: _____
Main project features: _____
Positions held: _____
Activities performed: _____
14. **Certification**:
 - a. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualification and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

If the CV is signed by the staff not currently employee of the Bidder, insert:
 - b. I certify that I have been informed by the Bidder that it is including my CV in the Proposal for the [insert name of project and contract]. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

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



Full name of authorized representative: _____



FORM TECH-7. STAFFING SCHEDULE

Months (in the Form of Bar Chart)

S. No.	Name	Position	Report Due/ Activities	Months												Number of Months
1															Sub Total (1)	
2															Sub Total (2)	
3															Sub Total (3)	
4															Sub Total (4)	
...																
....																

Part Time :



SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Section 2. Such Forms are to be used as per the selection method.

Form FIN-1. Financial Proposal Submission Form
Form FIN-2. Summary of Costs



FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Director Procurement
NED University of Engineering & Technology
Karachi

Subject: Providing Consultant's Services for Feasibility Study of Technology Park Karachi

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 figures¹].

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

Yours faithfully,

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

[*The Financial Proposal is to be filled strictly as per the format given in RFP.*]

¹ Amounts must coincide with the ones indicated under Total Cost of Financial Proposal in Form FIN-2.



FORM FIN-2 SUMMARY OF COSTS (in Local Currency PKR)

Description	Percentage (%)	Amount (in Rs)
Phase I: Feasibility Study	45%	
Inception Report	-	
Technical Feasibility Study	35%	
Financial Viability Assessment & PPP Options Analysis Report	05%	
Legal, Institutional and Regulatory Assessment Report	05%	
Phase II: Transaction Advisory	35%	
Preparation and Submission of Procurement Package	20%	
Issuance of Bid Documents and Market Sounding	05%	
Submission of Bid Evaluation Report	05%	
Issuance of Letter of Award/Acceptance	05%	
Phase III: Transaction Negotiation & Financial Close	20%	
Transaction Negotiation & Signing of Concession Agreement	05%	
Execution of ancillary agreements and other documents	10%	
Financial Close	05%	
Total Costs inclusive of all applicable taxes	100%	

** Total Costs inclusive of taxes shall be considered for financial evaluation

Note: No escalation shall be payable during the services



SECTION 5: TERMS OF REFERENCE

5.1 Project Background

NED Technology Park (NTP) is the first fully-integrated Science and Technology Park and the first Government-sponsored Technology Park of Pakistan to be established within the premises of NED University Karachi. The initiative is meticulously aimed at redesigning the knowledge economy of Pakistan by stimulating and nurturing innovation-led germination and growth of hi-tech entities. NTP will be the new national tech-pad where entrepreneurs and multinationals will come together to discover, ideate, create, collaborate and break new ground. For the Project, NED University has available land of 1 acre. Core objectives of NTP are:

1. To build an innovative ecosystem through entrepreneurship and incubation programs to stimulate the creation of new technology enterprises.
2. To stimulate innovation-led economic growth of the country and region.
3. To promote commercialization of research and development in association with local research centers and academic institutions.
4. To encourage active collaboration between private and public sector technology development.
5. To support the developing regional start-ups by small and medium-sized enterprises (SMEs) aiming to grow and sell various products, services and intellectual property (IP) based on technology.
6. To create and enhance international and national strategic linkages to further growth and economic diversity.

The Proposed location has the following advantages:

- Close to the Karachi Northern Bypass connecting major cities of the country.
- International Airport is 20 minutes' drive from the proposed location.
- International Sea Port of Pakistan is 45 minutes' drive.
- Karachi is hub of human capital in the country

Proposed Infrastructure & Facilities may include

Common Facility & Training Center (CFTC)	Information Technology Workshop
Business Center	Commercial facilitation Center
Auditorium	Incubation Centers
E Commerce	Warehouse/Logistics Area
Restaurants / Hotel	R&D Center

5.2 The Assignment

- 5.2.1 The preferred bidder shall be required to conduct Feasibility Study and Transaction Advisory Services for Technology Park (NTP) Karachi.

5.3 Terms of Reference

At any stage, the legal counsel, technical member(s) and financial member of the Consortium of the Consultant shall furnish legal, technical and financial opinion respectively as and when required by the Procuring Agency on any matter / document / agreement with regards to the Project. In case of a Consortium, the Lead Member is directly responsible for the internal coordination of the members of the Consortium.

- 5.3.1 **Phase 1: Feasibility Study** shall include but not limited to the following components:



5.3.1.1 Inception Report

Provides a detailed layout of work approach to the Project. The report will clearly articulate overall requirements of the Project with respect to the proposed methodology, detailed program of work, progress updates methodology and any additional requirements. At least, it will clearly articulate the project's main goals along with the activities planned to meet those goals.

5.3.1.2 Technical Feasibility Study

- a) Perform the feasibility study for the Project and submit the feasibility study report which shall include but not be limited to the following (Detail is attached as Schedule A):
 - i. Study and review international best practices, review successful case studies and recommend components of the technology park
 - ii. Setting out the technology park's plan, objectives and decide the best development method at the national, regional and international levels.
 - iii. Assessing the nature of the local skill base and regional skill base to design sustainable business and operational model for the technology park. Develop performance indicators for sustainability of new park
 - iv. Assessment of regulatory environment for technology parks in Pakistan, recommendation on an appropriate governance and management model for the Technology Park
 - v. Engineering estimates for development work (all components/infrastructure mentioned in feasibility study conducted by external consultants) based on the detailed survey;
 - vi. Necessary feedback and comments with updated information of project site.
 - vii. It is very important that in the first year of implementation, the park start to activate its innovation ecosystem, carrying out activities for companies (technology breakfast, marketplace for start-ups, etc.). Hence it is required to prepare the first year activity plan of the park activities: activities, programs, etc.
 - viii. Define the Strategic Alliance of the technology park with other parks in the world.
- b) Comprehensive need assessment and demand analysis of the Project: This exercise include thorough study of the technology sector in the country, study on commercial / business model of technology parks developed internationally, recommendation related to components / infrastructure of the NED Technology Park, etc.
- c) Carryout the initial environment examination ('IEE) of the project considering all aspects of environment, as per procedures of national guidelines and Safeguard Policy Statement of International Financial Institutions ("IFIs"), National & Provincial environmental quality standards;
- d) Carryout certain tests to certify that the available land is fit to be used for the project including but not limited to Topographic survey, soil investigation and Geo-technical investigation of Project site. Provide details of accessibility to proposed project site, to facilitate the best arrangement for the general public and investors.
- e) Design preliminary design and master plan of the project. Preparation of preliminary Structural, Mechanical, Electrical & Plumbing Drawings with respect to applicable standards.
- f) Evaluate the on-grid and off-grid solutions for availability of electricity/power for project.
- g) Socio Economic Assessment
- h) Utilities requirements assessment and sourcing options;



- i) Access land title record and confirm ownership status with pending legacy issues (if any); screen and assess involuntary resettlement related impacts/risks likely from restricted third party land uses (formal or informal) and access to livelihood/income source; assess gender and work place safety and security related risks; and prepare safeguard diligence report including measures to avoid, minimize and mitigate adverse social impacts
- j) Conduct stakeholder consultation for awareness and feedback, if any required.
- k) Assessing the nature of the local skill base and regional skill base to design the best business and operational model for the technology park.
- l) Devise standard operating procedures to be followed by the private party/ concessionaire to run the Project.
- m) Identify the occupants / types of businesses which will reside in Technology Park project.
- n) Devise the tangible and intangible incentives which can be offered by the Technology Park Project to occupants and investors.
- o) Identify means, modes and entities of possible local and international support that may be required by the developer including financial, technical, legal and other types of support.
- p) Identify and assess the benefits which will be proposed by the Technology Park Project

Note: *The Transaction Advisors would be responsible to undertake all related surveys needed for preparation of feasibility study report.*

5.3.1.3 Financial Viability Assessment Report

- a) Develop financial model of the Project covering the projected revenues, construction/development and Operations & Maintenance (O&M) cost estimates over the life of the Project. O&M costs should be distinguished as direct / indirect costs and fixed and variable costs and breakeven analysis shall be performed;
- b) Prepare cost estimates for allied facilities and ancillary works based on the schematic designs;
- c) Sensitivity analysis to changes in key assumptions and parameters for a commonly set of scenarios
- d) Prepare a list of fiscal incentives and/or contingent support that may be provided to developer and users of the facility.
- e) Operating revenues with the underlying data such as demand forecasts and user charges
- f) Funding levels required and types such as equity, loans and subsidies or types of Islamic financing if applicable
- g) The outputs of the results of the financial model should clearly demonstrate the impact of different assumptions on the project's cash flow. The results to be presented in the form of the following financial indicators:
 - i. Project internal rate of return (IRR) and equity IRR
 - ii. Return on equity
 - iii. Annual debt service cover ratio
 - iv. Loan life cover ratio

5.3.1.4 PPP Options Analysis Report

- a) List all possible PPP options available for the development of a technology park (such as lease, real estate investment trusts etc. PPPs etc.).



- b) Evaluate the advantages and disadvantages of each option, together with its risks, benefits and potential impacts
- c) Assess which options are likely to attract private sector investment, and
- d) Recommend the preferred option
- e) For each of the PPP Option listed, perform the following tasks:
 - i. Prepare a viable transaction structure for implementation of the Project;
 - ii. A Cost Benefits Analysis (CBA) outlining economic efficiencies of the project and a Value for Money (VfM) analysis based on public sector comparator model;
 - iii. Impact on the financial and commercial viability, financial model and transaction structuring;
 - iv. Identify possible Government support may be required by developer, both financial and other
 - v. Identify the project risks and develop risk matrix.

5.3.1.5 Legal, Institutional and Regulatory Assessment Report

- a) What laws, rules, regulations will be involved in the project implementation?
- b) What are the implications and legal aspects of the project including all possible legal impediments and legal matters related to land
- c) What kind of District, Provincial and Federal approvals are required for establishing the project?
- d) Prepare draft bill, rules and regulations for the project, if required.
- e) Develop a time line of approvals required at various stages.

5.3.2 Phase 2: Transaction Advisory shall include but not limited to the following components:

5.3.2.1 Preparation and Submission of Procurement Package

- a) Prepare Notice for Pre-qualifications, pre-qualification criteria, pre-qualification document, request for proposal (the RFP) documents, and relevant project agreements (as per applicable standards) including Concession Agreement and project information memorandum (if required) for bidders;
- b) Presentation of feasibility study outcomes and proposed project structure to the PPP Policy Board for necessary approvals.

5.3.2.2 Issuance of Bid Documents

- a) Presentation of project bidding documents to the technical & financial evaluation committee (TFEC) for necessary approvals.
- b) Issuance of bidding documents including EOI, pre-qualification document, RFP, draft concession agreement and project information memorandum to bidders pursuant to SPPRA rules.

5.3.2.3 Market Sounding

- a) Sensitize potential investors, operators and financiers for the project and seek their feedback for incorporation in the project structure;
- b) Seek investor interest and feedback on project prior to launch of official solicitation;
- c) Assist the Procuring Agency to establish a data room which will include all the relevant documents and information on the project for investor due diligence.

5.3.2.4 Submission of Bid Evaluation Report

- a) Assist the Procuring Agency to invite proposals from the pre-qualified bidders and handle queries, if any received in response to the RFP, of the pre-qualified bidders by attending pre-bid meeting(s).
- b) Assist the Procuring Agency to evaluate the bids including technical and financial proposals.



- c) Presentation of bid evaluation outcomes to the technical & financial evaluation committee (TFEC) for necessary approvals.
- d) Assist the Procuring Agency in preparation of Bid Evaluation Report.

5.3.2.5 Issuance of Letter of award/acceptance

- a) Presentation of project procurement outcomes and project structure to the PPP Policy Board for necessary approvals.
- b) Assist the Procuring Agency in issuance of Letter of award/acceptance to preferred bidder.

5.3.3 Phase 3: Transaction Negotiation and Financial Closure shall include but not be limited to the following:

5.3.3.1 Transaction Negotiation & Signing of Concession Agreement

- a) Assist in final negotiation with preferred party;
- b) Presentation of project structure to the TFEC / PPP Policy Board for necessary approvals.
- c) Assist in execution of concession agreement between the Procuring Agency and the project company

5.3.3.2 Execution of ancillary Agreements and other required documents

- a) Preparation of all ancillary agreements / documents / opinions / minutes of all meeting or any other similar task that may be required for the execution of this project.

5.3.3.3 Financial Closure

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



SECTION 6: EVALUATION CRITERIA AND SCORING SYSTEM

6A – Evaluation Criteria

The evaluation of the technical and financial bids shall be held under the Quality and Cost Based Selection (QCBS) Method. The total score of the technical evaluation shall be 100, out of which 80% weight-age shall be for the technical score and remaining 20% weight age shall be for the financial score.

6.1 Evaluation of Technical Proposals

6.1.1 The technical proposal will be evaluated on the basis of the relevant experience of the consultants, their understanding of the assignment, the proposed methodology, financial capacity, work plan, and the experience of the key professional staff. Only those consultants whose technical proposals score 75 marks or more shall qualify for further consideration, and shall be ranked from highest to lowest on basis of their Raw Technical Score (RTS). Financial proposals of those Consultants who secure less than 75 marks shall be returned un-opened to the firm/Consortium.

6.1.2 The technical proposals shall be assigned marks/ score without weight-age as RTS on the basis of the criteria mentioned at Section 6B.

6.1.4 The final technical score (TSw) shall be calculated in the following manner: $TSw = RTS \times 0.80$.

6.2 Financial Bid opening

6.2.1 A public Financial Bid opening shall be held at the time, date and venue which shall be communicated to all technically qualified Bidder(s).

6.2.2 Confirm submission of bid security shall be checked first. In case the bid security is not submitted along with the financial proposal in the same sealed envelope, such proposal(s) shall be rejected without being evaluated.

6.2.3 The financial proposals shall first be checked for arithmetic errors. Financial scores shall be computed on the basis of following formula: $FS = 100 \times (RFS_{min}/RFS)$. Where 'RFS min' is the lowest bid price and 'RFS' is the bid price of the proposal under consideration. The financial scores thus obtained shall be assigned weight-age (20%) and final weighted score will be arrived at $FSw = FS \times 0.20$, FSw is weighted financial score.

Combined Score

6.2.4 The combined technical and financial proposal (CS) shall be calculated in the following manner, namely: $CS = TSw + FSw$.

2.5 Bid obtaining maximum combined score shall be declared as the Best Evaluated Bid and the Consultants offering the Best Evaluated Bid shall be declared as the successful Bidder and issued Letter of Acceptance, containing invitation for contract negotiation. Any factor having a bearing on the quoted price shall not be subject to negotiations.

6.2.6 The agreement shall however, be signed after getting the same duly vetted and approved from the competent authority.



6B – Scoring System

The Technical Proposal will be evaluated on the basis of the criteria given below:

	Criteria	Marks
1. Firm's relevant Experience Note: (i) Scores will be awarded to a Bidder based on milestones achieved for a project (ii) In case of the Consortium, scores will be allotted only once for the same project / milestone (iii) Bidders shall attach supporting document / evidence of experience (iv) Experience of Advisors will only be considered for public sector projects / clients (v) Historical exchange rate prevailing on completion of milestone will be used to convert foreign currency to PKR	Experience of feasibility study during last 10 years of projects pertaining to science and technology parks and areas of innovation (of minimum size of Rs. 5 billion or equivalent) by technical member of the Consortium 03 or more Projects 18 marks 02 Projects 12 marks 01 Project 06 marks	18
	Experience of feasibility study during last 10 years of a PPP project pertaining to the promotion of real estate development of new infrastructure (of minimum size of Rs. 5 billion or equivalent) by financial/legal member of the Consortium 02 or more Projects 05 marks 01 Project 03 marks	05
	Experience of providing consulting services in the area of environmental assessment and / or environmental management 10 years or more 03 marks 7.5 years to less than 10 years 02 marks 5 years to less than 7.5 years 01 mark	03
	Experience of development of bidding package during last 10 years (including RFQ/RFP and draft concession agreement, etc.) of a PPP project of minimum size of Rs. 3 billion or equivalent, by financial/legal member of Consortium 05 or more Projects 09 Marks 04 Projects 08 Marks 03 Projects 06 Marks 02 Projects 04 Marks 01 Project 02 marks	09
	Experience of transaction advisory of completed PPP project (up to signing of concession agreement) of minimum size of Rs. 3 billion or equivalent by any member of Consortium during last 10 years 05 or more Projects 10 Marks 04 Projects 08 Marks 03 Projects 06 Marks 02 Projects 04 Marks 01 Project 02 marks	10
	TOTAL	45
2. Key Professional Staff (Age limit = 65 years)	Financial Team Financial Team Leader 08 marks Project Finance Specialist 04 marks	12



	<u>Technical Team</u> Team Leader 06 marks Technology Park Specialist 04 marks Innovation Service Specialist 03 marks Business Development Specialist 03 marks Architect / Master Planner 03 marks Infrastructure & Building Specialist 02 marks Environmentalist 02 marks Social Safeguard Specialist 02 marks	25
	<u>Legal Team</u> Legal Team Leader 05 marks Legal Expert 03 marks	08
	TOTAL	45
3a. Financial Capability	Average annual turn-over of last three (3) years PKR 300 million or above 03 marks PKR 200 to less than 300 million 02 marks PKR 100 to less than 200 million 01 marks <i>* Bidders (in case of Consortium, Lead Member) to submit audited financial statements of last three years. In case of a Consortium, financial capability of only the Lead Member will be considered</i>	03
3b. Understanding of the Assignment and Proposed Methodology	Understanding of the assignment <i>(Note that, 'Understanding of the Assignment' presented by any Bidder in its Technical Proposal, shall not be more than 2,000 words.)</i>	02
	Proposed Methodology <i>(Note that, 'Proposed Methodology' presented by any Bidder in its Technical Proposal, shall not be more than 5,000 words.)</i>	05
	TOTAL	10
	TOTAL	100

Note:-

- The procuring agency may ask for presentation from the bidder during Technical evaluation period for clarity on Technical Proposal.
- Sub-consultants' experience / credentials shall not be eligible for scoring. Only consortium members will be eligible for scoring.



The weight age points given to evaluation sub-criteria for qualifications and competence of key staff are:

#	FINANCIAL TEAM	Weightage
1.	Financial Team Leader	<u>Qualification:</u> CA/CFA/ICMA/ACCA/MBA (25%) Bachelors in Finance/Accounting/Business Administration (15%) <u>Relevant Experience</u> Experience of infrastructure transaction advisory More than 10 years 75% 7 years to less than 10 years 60% 5 years to less than 7 years 40% Less than 5 years 20%
2.	Project Finance Specialist	<u>Qualification:</u> CA/CFA/ICMA/ACCA/MBA (25%) Bachelors in Finance/Accounting/Business Admin (15%) <u>Relevant Experience</u> Experience of developing financial models/financial structuring of infrastructure projects More than 7 years 75% 5 years to less than 7 years 60% 3 years to less than 5 years 40% Less than 3 years 20%
TECHNICAL TEAM		Weightage
1	Team Leader	<u>Qualification:</u> Phd / Masters in (Engineering, Engineering management, IT / Compute Science) discipline from reputable university (25%) Bachelors in Engineering, Engineering management, IT / Computer Science related programs from reputable universities (15%) <u>Relevant Experience</u> Experience in consultancy, project development, management of science and/or technology parks, business incubators and other related experience More than 10 years 75% 7 years to less than 10 years 60% 5 years to less than 7 years 40% Less than 5 years 20%



2	Technology Park Specialist	<p>Qualification: PhD / Masters in areas related to Entrepreneurship. Technology Transfer, Entrepreneurial eco systems, entrepreneurial university, Strategic Management and Entrepreneurship, Science and Technology based regional entrepreneurship. (25%)</p> <p>Bachelors in areas related to Innovation and Entrepreneurship /Management and Strategy management (15%)</p> <p>Relevant Experience: Experience in design, development and operations of technology parks / incubation / technology based entrepreneurial eco systems. Research publications and consultancy project undertaken in this space are preferred</p> <p>More than 10 years 75% 7 years to less than 10 years 60% 5 years to less than 7 years 40% Less than 5 years 20%</p>
3	Innovation Service Specialist	<p>Qualification: PhD / Masters in Innovation & Entrepreneurship/ MBA. (25%)</p> <p>Bachelors in areas related to Innovation and Entrepreneurship /Management and Strategy management (15%)</p> <p>Relevant Experience: Experience in design & development and implementation of Strategy and Culture of Innovation between University – Industry, Design and development of start-ups incubators, training programs for promoting innovation and entrepreneurship of university students and technology centers, projects on corporate innovation and corporate venturing.</p> <p>More than 7 years 75% 5 years to less than 7 years 60% 3 years to less than 5 years 40% Less than 3 years 20%</p>
4	Business Development Specialist	<p>Qualification: Phd / Masters in Business Administration / Engineering Management degree reputable universities (25%)</p> <p>Bachelors in Business Administration related programs from reputable universities (15%)</p> <p>Relevant Experience: Experience of business development in the space science and/or technology parks, incubators, and entrepreneurial centers. The person shall be well conversed with business development i.e. marketing strategy, branding, customer acquisition etc.</p> <p>More than 7 years 75% 5 years to less than 7 years 60% 3 years to less than 5 years 40% Less than 3 years 20%</p>



5	Architect / Master Planner	<p><u>Qualification:</u> Bachelors in Civil Engineering or Architecture or relevant (25%)</p> <p>(Registration with PCATP or equivalent is mandatory)</p> <p><u>Relevant Experience</u> Experience in relevant field</p> <table><tr><td>More than 10 years</td><td>75%</td></tr><tr><td>7 years to less than 10 years</td><td>60%</td></tr><tr><td>5 years to less than 7 years</td><td>40%</td></tr><tr><td>Less than 5 years</td><td>15%</td></tr></table>	More than 10 years	75%	7 years to less than 10 years	60%	5 years to less than 7 years	40%	Less than 5 years	15%
More than 10 years	75%									
7 years to less than 10 years	60%									
5 years to less than 7 years	40%									
Less than 5 years	15%									
6	Infrastructure & Building Specialist	<p><u>Qualification:</u> Masters in Civil and/or Structural Engineering (25%) Bachelors in Civil and/or Structural Engineering (15%)</p> <p>(PEC registration is mandatory)</p> <p><u>Relevant Experience</u> Experience in relevant field</p> <table><tr><td>More than 10 years</td><td>75%</td></tr><tr><td>7 years to less than 10 years</td><td>60%</td></tr><tr><td>5 years to less than 7 years</td><td>40%</td></tr><tr><td>Less than 5 years</td><td>15%</td></tr></table>	More than 10 years	75%	7 years to less than 10 years	60%	5 years to less than 7 years	40%	Less than 5 years	15%
More than 10 years	75%									
7 years to less than 10 years	60%									
5 years to less than 7 years	40%									
Less than 5 years	15%									
7	Environmentalist	<p><u>Qualification:</u> Minimum Masters in Environmental Engineering or allied Environmental Sciences/Management (25%)</p> <p><u>Relevant Experience</u> Experience in conducting environmental studies for infrastructure projects</p> <table><tr><td>More than 10 years</td><td>75%</td></tr><tr><td>7 years to less than 10 years</td><td>60%</td></tr><tr><td>5 years to less than 7 years</td><td>40%</td></tr><tr><td>Less than 5 years</td><td>15%</td></tr></table>	More than 10 years	75%	7 years to less than 10 years	60%	5 years to less than 7 years	40%	Less than 5 years	15%
More than 10 years	75%									
7 years to less than 10 years	60%									
5 years to less than 7 years	40%									
Less than 5 years	15%									
8	Social Safeguard Specialist	<p><u>Qualification:</u> Minimum Masters in Social Sciences or related field (25%)</p> <p><u>Relevant Experience</u> 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.</p> <table><tr><td>More than 10 years</td><td>75%</td></tr><tr><td>7 years to less than 10 years</td><td>60%</td></tr><tr><td>5 years to less than 7 years</td><td>40%</td></tr><tr><td>Less than 5 years</td><td>15%</td></tr></table>	More than 10 years	75%	7 years to less than 10 years	60%	5 years to less than 7 years	40%	Less than 5 years	15%
More than 10 years	75%									
7 years to less than 10 years	60%									
5 years to less than 7 years	40%									
Less than 5 years	15%									



LEGAL TEAM		Weightage								
1.	Legal Team Leader	<p><u>Qualification:</u> LLM / Bar at Law (25%) LLB (15%)</p> <p><u>Relevant Experience</u> Experience of legal advisory on infrastructure projects</p> <table><tr><td>More than 10 years</td><td>75%</td></tr><tr><td>7 years to less than 10 years</td><td>60%</td></tr><tr><td>5 years to less than 7 years</td><td>40%</td></tr><tr><td>Less than 5 years</td><td>20%</td></tr></table>	More than 10 years	75%	7 years to less than 10 years	60%	5 years to less than 7 years	40%	Less than 5 years	20%
More than 10 years	75%									
7 years to less than 10 years	60%									
5 years to less than 7 years	40%									
Less than 5 years	20%									
2.	Legal Expert	<p><u>Qualification:</u> LLM / Bar at Law (25%) LLB (15%)</p> <p><u>Relevant Experience</u> Experience of drafting procurement documents e.g. (EOIs, RFQ, RFP), Concession/PPP agreements / EPC contracts</p> <table><tr><td>More than 7 years</td><td>75%</td></tr><tr><td>5 years to less than 7 years</td><td>60%</td></tr><tr><td>3 years to less than 5 years</td><td>40%</td></tr><tr><td>Less than 3 years</td><td>20%</td></tr></table>	More than 7 years	75%	5 years to less than 7 years	60%	3 years to less than 5 years	40%	Less than 3 years	20%
More than 7 years	75%									
5 years to less than 7 years	60%									
3 years to less than 5 years	40%									
Less than 3 years	20%									



SECTION 7: INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS 10.00 MILLION OR MORE

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

..... [name of Supplier] 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 Government through any corrupt business practice.

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

[Name of Supplier] 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 Government and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

SECTION 8: AFFIDAVIT

To:
Director Procurement
NED University of Engineering & Technology
Karachi

Re: Consultancy Services for Feasibility Study of Technology Park Karachi

[Date]

Pursuant to the Request for Proposal document dated [*Please insert the Date*] in respect of the Project, [*Name of Prospective Bidder/Lead Member of Consortium*] hereby represents and warrants that, as of the date of this letter [*Name of Prospective Bidder/Lead Member of Consortium*], and each member of our Consortium (if applicable):

- (a) Is not in bankruptcy or liquidation proceedings;
- (b) Not convicted of fraud, corruption collusion or money laundering;
- (c) Is not aware of any conflict of interest or potential conflict of interest arising from previous or existing contracts or relationships that could have a significant impact on its ability to fulfill its obligations under the Consultancy Contract;
- (d) Does not fall within any of the circumstances for ineligibility listed in Section 2.18 (Basic Eligibility Criteria) of the Request for Proposal. Yours Sincerely,

Authorized Signature
Name and Title Signatory
Name of Firm
Address

SECTION 9: POWER OF ATTORNEY

[On Stamp Paper of the required value]

[To be notarized]

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 the our bid for providing consultancy services in relation to the NED Technology Park (the “**Project**”), 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 NED University of Engineering & Technology, 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 [*insert name of the relevant Consortium Member*]

Signature _____
Name, Title and: _____
Address: _____

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

Witnesses

Signature: _____

Name: _____

CNIC No.: _____

Signature: _____

Name: _____

CNIC No.: _____

Note:

- a. In case of a consortium, a separate power of attorney (on this format) to be provided/executed by each member of the consortium (including Lead Member) in favor of a representative and attorney of the Lead Member of the consortium.
- b. 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.
- c. 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.