REQUEST FOR PROPOSAL

Hiring Consultant for Feasibility Study & Transaction Advisory Services

INSTRUCTIONS TO CONSULTANTS

URBAN ROAD INITIATIVES IN KARACHI

LOCAL GOVERNMENT & HTP DEPARTMENT
GOVERNMENT OF SINDH

MARCH 2020

IMPORTANT NOTICE

This Request for Proposal is provided to the Bidders solely for use in preparing and submitting Bids in connection with the competitive bidding process to undertake feasibility study & provide transaction advisory services. This Request for Proposal is being issued by the Local Government & HTP Department ("**LGD**"), Government of Sindh solely for use by Consultants in considering the Project. *Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this Request for Proposal.*

The evaluation criteria were determined by LGD. Neither any of these entities, nor their employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in any other document made available to a person in connection with the tender process for the Project and the same shall have no liability for this Request for Proposal or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither any of these entities, nor their employees, personnel, agents, consultants, advisors and contractors etc. will be liable to reimburse or compensate the recipient for any costs fees, damages or expenses incurred by the recipient in evaluating or acting upon this Request for Proposal or otherwise in connection with the Project as contemplated herein.

The Bids submitted in response to the Request for Proposal by any of the Bidders shall be upon the full understanding and agreement of any and all terms of the Request for Proposal and such submission shall be deemed as an acceptance to all the terms and conditions stated in the Request for Proposal. Any Bids in response to the Request for Proposal submitted by any of the Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of the Request for Proposal and has independently verified all the information received (whether written or oral) from the Government of Sindh (including from its employees, personnel, agents, consultants, advisors and contractors etc.).

This Request for Proposal does not constitute a solicitation for transaction advisory, or otherwise participate, in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the Government that the Project will be awarded. The LGD reserves its right, in its full discretion, to modify the Request for Proposal and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

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1. INVITATION LETTER

Dear Sir/Madam,

Sub: Feasibility Study and Transaction Advisory Services, 'Urban Road Initiatives in Karachi' Project

The *Local Government & HTP Department,* Government of Sindh (the "**Procuring Agency"**), invites "Technical and Financial proposals" for Feasibility Study and Transaction Advisory Services to implement the 'Urban Road Initiatives in Karachi' (the "**Project**") under Public Private Partnership mode, comprising of the following three Sub-Projects, from prospective firms/consortiums:

i. Link Road for Korangi;
ii. Expressway from Mauripur Road to Y-Junction; and
iii. Interchange at ICI Bridge

collectively known as the **Assignment**.

2. A detailed description of the Assignment and its objectives are given in the enclosed Terms of Reference (TORs).

3. Consultants are encouraged to acquaint fully with the Assignment and local conditions before submitting their proposals, by sending written queries to the Procuring Agency, if any. Please note that no cost of any such visit or queries is reimbursable.

4. A firm/consortium will be selected under Quality Cost Based Selection method described in this RFP, in accordance with the Sindh Public Procurement Rules, 2010 (as amended). The participants are therefore advised to carefully go through these rules to understand nature of their possible relationship with the Procuring Agency and the rules governing this relationship.

5. The 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 7: Integrity Pact
Section 8: Affidavit
Section 9: Power of Attorney
Appendix-A: Draft Consultancy Services Contract

Yours sincerely,

Local Government Department
Government of Sindh

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	has the meaning ascribed thereto in the Letter of Invitation (Section 1 of the RFP) herein above.
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
Bid Price	The consultancy fee for the transaction advisory services quoted by the Consultant in its Financial Bid
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 and acceptable to the Procuring Agency (with a minimum rating of 'A-' by JCR VIS or an equivalent rating by PACRA or any other creditable credit rating agency)
Bid Validity Period	Period of 90 days starting from Submission Deadline.
Consortium	A consortium of Consultants 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) enterprises.
Consultancy Service Contract	means agreement to be executed between Preferred Bidder and Procuring Agency.
Consultant/Bidder	means a legal entity (company/partnership) 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, management firms, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies and non-governmental organizations.
Consultant Selection Committee	The Consultant Selection Committee notified by the Procuring Agency pursuant to Rule 67 of the SPP Rules to undertake procurement process to hire Consultants for the Project.
Data Sheet	means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
Day	means calendar day including holiday.

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 fully satisfaction of conditions of a financing agreement for loan disbursement.
Government	means the Government of Sindh.
Instructions to Consultants	(Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
International Financial Institutions	means a financial institution that has been established by more than one country like multilateral and regional development banks.
Key Professional Staff	means the professionals assigned by the Consultant to undertake assignment as listed under Evaluation Criteria and Scoring System given in Section 6-B (2).
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.
LOI	(Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
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 Procuring Agency (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 Bidder or Consortium that will be recommended by the Consultant Selection Committee as successful Bidder or Consortium after evaluation thereof pursuant to this RFP.
Procuring Agency	means the Local Government & HTP Department with which the selected Consultant signs the Contract for the Assignment.
Submission Deadline	The deadline for the Consultants to submit their Proposal as given in the Data Sheet
Request for Proposal / RFP	means the Request for Proposal prepared by the Procuring Agency for the selection of Consultants.
SPPRA	Sindh Public Procurement Regulatory Authority
SPP Rules	Sindh Public Procurement Rules, 2010 (as amended from time to time).
Sub-projects	i. Link Road for Korangi; ii. Expressway from Mauripur Road to Y-Junction; and iii. Interchange at ICI Bridge
Terms of Reference	(TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed by the Consultant, and expected results and deliverables of the assignment.
QCBS	Shall have the meaning ascribed thereto in Data Sheet

2.2 Introduction

2.2.1 The Procuring Agency named in the Data Sheet will select a Consultant in accordance with the method of selection specified in the Data Sheet.

2.2.2 The Consultants 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 Contract with the selected Consultant.

2.2.3 The Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Bids. The Consultants may liaise with Procuring Agency's representative named in the Data Sheet for gaining better insight into the assignment.

2.2.4 The 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 selection process at any time prior to contract award, without thereby incurring any liability to the Consultants in line with Sindh Public Procurement Rules, 2010 (as amended).

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 Consultant is qualified/selected on the strength of experience of a foreign company, requisite Key Professional Staff from that foreign company shall be fielded along with other Consortium members.

2.2.7 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 Timetable

The timetable for the bidding process is as follows

Activity	Target Date
Issuance of RFP	25th March 2020
Pre-Bid Conference	6th April 2020
Clarifications / Comments Request Deadline	7th April 2020
Response to Questions Document Issuance	9th April 2020
Bids Submission Deadline	20th April 2020

2.4 Conflict of Interest

2.4.1 The Consultants 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. The 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.

2.4.2 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:

i. A Consultant that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

ii. A Consultant (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 Consultant to be executed for the same or for another Procuring Agency.

iii. A Consultant (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 contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved.

2.5 Conflicting Relationships

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 Sindh Public procurement Rules 2010 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 SPPR2010, "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

Pursuant to Rule 89 of SPPR 2010 Consultant 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

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 Consultant, including individual experts, to more than one proposal is not allowed.

2.9 Proposal Validity

i. The Data Sheet indicates Bid Validity Period. 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 bidding process within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the Bid Validity Period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who 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.

ii. The Consultants shall submit required Bid Security, along with financial proposal defined in the data sheet. Bid security shall be released to the unsuccessful bidders once the Consultancy Service Contract has been signed with the Preferred Bidder or the validity period has expired. The Consultant shall provide the Bid Security in accordance with the Sindh Public Procurement Rules, 2010 acceptable to the Procuring Agency. The Bid shall be summarily rejected if it is not accompanied with the Bid Security.

2.10 Clarification and Amendment in RFP Documents

i. The Consultants may request for a clarification of contents of the bidding document in writing, as mentioned in the table in 2.3 above, and Procuring Agency shall respond to such queries in accordance with the timetable given in 2.3 above. 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 clarification, it shall do so.

ii. At any time before the Submission Deadline, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants (or uploaded on website of SPPRA and the Procuring Agency) and will be binding on them. 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 in accordance with requirements of SPP Rules.

2.11 Preparation of Proposals

i. In preparing their Proposal, the Consultants 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.

ii. Your proposal shall 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

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 Islamic Republic of Pakistan.

2.13 Technical Proposal Format and Content

While preparing the Technical Proposal, the Consultants 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. The 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.

iii. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

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 Key Professional 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 of relevant experience 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 proposal information. Any financial proposal information or Bid Security disclosed in Technical Proposal shall lead to disqualification.

2.14 Financial Proposals

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. All the costs and resultant Bid Price shall be in Pakistani Rupees.

2.15 Taxes

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

2.16 Submission, Receipt, and Opening of Proposals

2.16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 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 will be initialed by an authorized representative of the Consultants (Individual Consultant) 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). Each Technical Proposal shall be in a separate sealed envelope indicating the proposal as original or copy clearly marked as "ORIGINAL" and "COPY", as appropriate. The Technical Proposal shall be placed in a sealed envelope clearly marked as **"Technical Proposal"** and the Financial Proposal shall be placed in a sealed envelope clearly marked **"Financial Proposal".** The two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked: **"Do not open, except in presence of the Consultant Selection Committee"**. Any Consultant who submits or participates in more than one Bid will be disqualified.

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 deadline for submission 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 deadline for submission.

2.17 Bid Security

2.17.1 A Bid submitted by each Consultant must be accompanied by a Bid Security in an amount 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 Submission Deadline. The Bid Security must be in a form and substance as attached hereto as Appendix A.

2.17.2 The Bid Security submitted by the unsuccessful Consultants shall be released to the unsuccessful Consultants upon signing of the Consultancy Services Contract.

2.17.3 Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than that required in accordance with SPP Rules or in other form than as required 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 encashed by the Government in the following circumstances:

a. In the case of a successful Consultant, 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 Services Contract within one month of issuance of Letter of Acceptance, in case this provision has not been waived by the Procuring Agency;

b. In case the Bid Security expires prior to the date falling twenty-eight (28) days beyond the original Bid Validity Period making it a total of one hundred and eighteen (118) days from the Submission Deadline;

c. In case of an occurrence of Consultant's event of default in terms of the Consultancy Services Contract; and / or

d. Consultant withdraws or attempts to withdraw its Bid during the Bid Validity Period;

2.18 Basic Eligibility Criteria

2.18.1 Registration with Sindh Revenue Board and/or relevant tax authority (In case of Consortium, every consortium member firm should provide).

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 The Consultant is not black listed by Procuring Agency / any other public sector agency in Pakistan. A fresh affidavit from Consultant shall be signed, duly attested by oath commissioner and submitted with technical proposal (In case of consortium, every Consortium member firm should provide) **(section 8)**

2.18.5 For a Consortium to be eligible for bidding, every member firm should place at least one (1) Key Professional Staff and at least two (2) Key Professional Staff of Lead Member firm of Consortium.

2.18.6 In case of Consortium, the Consortium Agreement shall be submitted pursuant to clause 2.26.

2.18.7 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 incase 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 and rejected.

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

2.19.3 Sub-consultant's credentials & experience is not eligible for scoring. Furthermore, global experience of parent company or associated firms abroad is also not eligible for scoring, unless foreign company has itself participated in the bidding process.

2.19.4 A QCBS method 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 financial evaluation in the second stage. The Evaluation criteria under QCBS are at Section 6A.

2.20 Evaluation of Technical Proposals

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.

After the technical evaluation is completed, the Procuring Agency shall notify in writing Consultants that have secured the minimum qualifying marks, 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 Consultant(s) who failed to secure minimum qualifying marks shall be returned un-opened.

<u>The bid will be rejected in case if any Financial Proposal information is disclosed in the technical proposal e.g. Bid Security / Bid Security amount / Financial Bid price</u>.

2.21 Evaluation of Financial Proposals

2.21.1 Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants which meets 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. Copy of the record shall be sent to all Consultants.

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

Negotiations may be held at the date and address to be communicated by the Procuring Agency. The invited Consultant will then, 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 Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a contract.

2.23 Availability of Key Professional Staff

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. Before contract negotiations, the Procuring Agency will require assurances that the Key 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 Key Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

2.24 Award of Contract

2.24.1 After completing negotiations (if any), the Procuring Agency shall award the contract to the selected Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the 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, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

2.24.2 After publishing of award of contract Consultant required to submit a Performance Security at the rate indicated in date sheet.

2.25 Confidentiality

Information relating to evaluation of Bids 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 award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

2.26 Consortium Agreement

2.26.1 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 severally liable to the Procuring Agency for the performance

of the services;

vi. Duties, responsibilities and powers of the Lead Member;

vii. The authorized representative of the Consortium.

2.26.2 In case of Consortium, it is expected that the Lead Member 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.

2.26.3 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.

2.26.4 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 Procuring Agency to initiate further proceedings against the said firm(s).

2.26.5 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Consultancy Service Contact 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 Service Contract.

2.27 Schedule of Deliverables

The payments to be made against each deliverable shall be in the proportions as defined in Form FIN-2 (*Summary of Costs*).

	Phase-1: Feasibility	**Timeline** *(from signing of Consultancy Contract)*	**Payment**
1	Inception Report	15 days	-
2	Technical Feasibility Study *(shall cover 5.4.1.1 of ToR)*	3 months	20%
4	Environment and Social Impact Assessment *(shall cover 5.4.1.2 of ToR)*	5 months	10%
5	Financial Viability Assessment Report *(shall cover 5.4.1.3 of ToR)*	6 months	10%
6	PPP Options Analysis Report *(shall cover 5.4.1.4 of ToR)*	6 months	05%
7	Legal and Regulatory Assessment Report *(shall cover 5.4.1.5 of ToR)*	6 months	05%
			50%

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

	Phase-2: Transaction Advisory	Timeline *(from signing of Consultancy Contract)*	Payment
9	Marketing & Submission of Procurement Package *(shall cover 5.4.2.1, 5.4.2.2 & 5.4.2.3 of ToR)*	8 Months	15%
11	Submission of Bid Evaluation Report *(shall cover 5.4.2.4 of ToR)*	10 Months	05%
12	Issuance of Letter of Award/Acceptance *(shall cover 5.4.2.5 of ToR)*	11 Months	05%
			25%

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

	Phase-3: Transaction Negotiation and Financial Closure	Timeline *(from signing of Consultancy Contract)*	Payment
13	Transaction negotiation and Signing of Concession Agreement *(shall cover 5.4.3.1 of ToR)*	12 months	15%
14	Financial Close *(shall cover 5.4.3.2 of ToR)*	18 months	10%
			25%

**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.

1	**Project Name**	**Urban Road Initiatives in Karachi**
2	**Address and Contact Person of Procuring Agency**	**Name:** Syed Muhammad Taha **Designation:** Special Secretary (Technical) **Address:** Local Government Department, Ground Floor, Tughlaq House, Sindh Secretariat, Karachi. **Tel:** +92-21-9921-2314, +92 300 2197526
3	**Address for Submission of Bids**	**Name:** Syed Muhammad Taha **Designation:** Special Secretary (Technical) **Address:** Local Government Department, Ground Floor, Tughlaq House, Sindh Secretariat, Karachi. **Tel:** +92-21-9921-2314, +92 300 2197526
4	**Pre-Bid Meeting**	**Time: 11:00 A.M.** **Date: 6th April 2020** **Address:** Pre-Bid Meeting will be conducted through video call on Skype. Skype ID is infrastructure.gos@gmail.com
5	**Submission Deadline date and time**	11:00 A.M. Pakistan time on 20th April, 2020
6	**Bid Opening date and time**	11:30 A.M. Pakistan time on 20th April, 2020
7	**Envelops**	"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 closing date of submission of Submission Deadline.
10	**Technical Evaluation Criteria**	Minimum 75 points for technical proposal qualification. Refer Section 6A
11	**Scoring System**	Refer Section 6B
12	**Method of Selection**	Quality and Cost Based Selection (QCBS) Method

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 "Secretary Local Government and HTP Department", which shall remain valid for a period of 28 days beyond the Bid Validity Period for bids, in order to provide the Procuring Agency reasonable time to act, if the security is to be called;
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 Preferred Bidder at its own cost
16	**Tax Liability**	Government of Sindh will deduct applicable taxes.

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:
Local Government Department,
Government of Sindh

Dear Sirs:

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

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

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,
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 Consortium member 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 deployed by the Consultant for the assignment:	
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:		

Consultant's Name (or in case of Consortium, the member 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 TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form-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.	**Key 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 KEY 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: _____
Description of duties and responsibilities: _____

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: _____
Employer: _____
From [Month, Year]: _____ To [Month, Year]: _____
Location: _____
Line Department: _____
Main project features: _____
Positions held: _____
Activities performed: _____

14. Certification:

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.

_____ 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 :

FORM TECH-8. WORK SCHEDULE

S. No	Activity[1]	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

1 Indicate all main activities of the assignment, including delivery of reports (e.g. inception, interim, and final reports), and other benchmarks such as line department approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

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:
Local Government Department
Government of Sindh

Subject: **Technical & Financial Feasibility study and Transaction Advisory Services for Urban Road Initiatives in Karachi**

Dear Sirs:

We, the undersigned, offer to provide the transaction advisory services for **Urban Road Initiatives in Karachi** 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 figures[1]].

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

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			Amount (in Rs)
Phase I: <u>Feasibility</u>		**50%**	
Inception Report	---		
Technical Feasibility Study	20%		
Environment and Social Impact Assessment	10%		
Financial Viability Assessment Report	10%		
PPP Options Analysis Report	05%		
Legal and Regulatory Assessment Report	05%		
Phase II: <u>Transaction Advisory</u>		**25%**	
Marketing & Submission of Procurement Package	15%		
Submission of Bid Evaluation Report	05%		
Issuance of Letter of Award/Acceptance	05%		
Phase III: <u>Transaction Negotiation & Financial Close</u>		**25%**	
Transaction negotiation and signing of Concession	15%		
Financial Close	10%		
Total Costs inclusive of Taxes			

Note:

i. Total Costs including taxes shall be considered for financial evaluation
ii. No escalation shall be payable during the services

5. TERMS OF REFERENCE

5.1 Project Brief

The Local Government Department intends to establish Urban Road Projects in Karachi under PPP modality. Government of Sindh intends to develop these roads to reduce traffic congestion and to provide quick and safe access to the commuters. The Sub-Projects in this initiative include (1) Link Road for Korangi, (2) Expressway from Mauripur Road to Y-Junction and (3) Interchange at ICI Bridge.

5.1.1 Background and Need Assessment of Sub-Projects

SUB-PROJECT 1: LINK ROAD FOR KORANGI

Project Background:

The Korangi area which includes residents of Altaf Town, Bhittai Colony, Gulshan-e-Mustafa, Christian colony, Water Pump & Ibrahim Hyderi Goth has specific single access road to connect with Karachi city (Shahra–e–Faisal). Moreover, there are number of commercial / industrial institutions (National Industrial Park, PARCO, oil refineries & other industries), educational institutions (IBM, BizTek, PAF KIET, Institution of Science & Technology Karachi) and defense installation (PAF Airmen Academy, Radar Installations). Due to the large number of population (approx. 2.5 Million) & round the clock vehicular traffic (more than 20,000 vehicles on daily basis) the available single route is very congested. Presently, no alternate / emergency land route is available for residents of Korangi & abovementioned institutions / defense installations.

Moreover, during the day light hours frequent traffic jams are observed due to non-availability of bridge over Malir River at Korangi and heavy traffic moving in / out towards KPT via Korangi Road. Presently, thousands of residents as well as day-workers along with large number of vehicles ply on the mentioned road. In case of any strike call, the law & order situation is worsening and road gets blocked. During heavy rainfall / monsoon seasons the road is flooded with water and area becomes isolated which is a serious concern and a grave emergency for provision of basic amenities to the residents of Korangi and abovementioned institutions / defense installations.

Keeping in view the above facts, an alternate / emergency route is proposed which is a dire need to resolve the heavy traffic jams / diversion issues. This route will provide huge community welfare for residents of Korangi. Additionally, it will also address the security concern of PAF Academy / defense installations during any political, sectarian, strike call and resolve the road blockage issues during heavy rainfall / monsoon seasons.

Need and Objectives

The Local Govt. Department, Govt. of Sindh has conceived the link road for Korangi as an alternate to the route through existing causeway. Under the scheme, a new bridge is proposed to be constructed over Malir River as an alternate to the existing causeway and an expressway is proposed along the left bank of Malir River up to the PAF Airmen Golf Club with Connection to Korangi Creek Road as tentatively shown in the location plan presented below.

Korangi Crossing Road is the main entrance to Korangi creek and the adjoining residential and industrial areas for the traffic from Qayyumabad, DHA and beyond. An Irish causeway across Malir River serves the traffic to / from this densely populated built up area. Several important educational institutions like the College of Business Management (CBM), Ilma University (Formerly Institute of Business Technology), National Textile University and major health care facilities like Indus Hospital, Chiniot General Hospital, LRBT Eye Hospital, Fazle Elahi Hospital for Heart Diseases, Baldia Hospital etc. are located along this road or in its close vicinity.

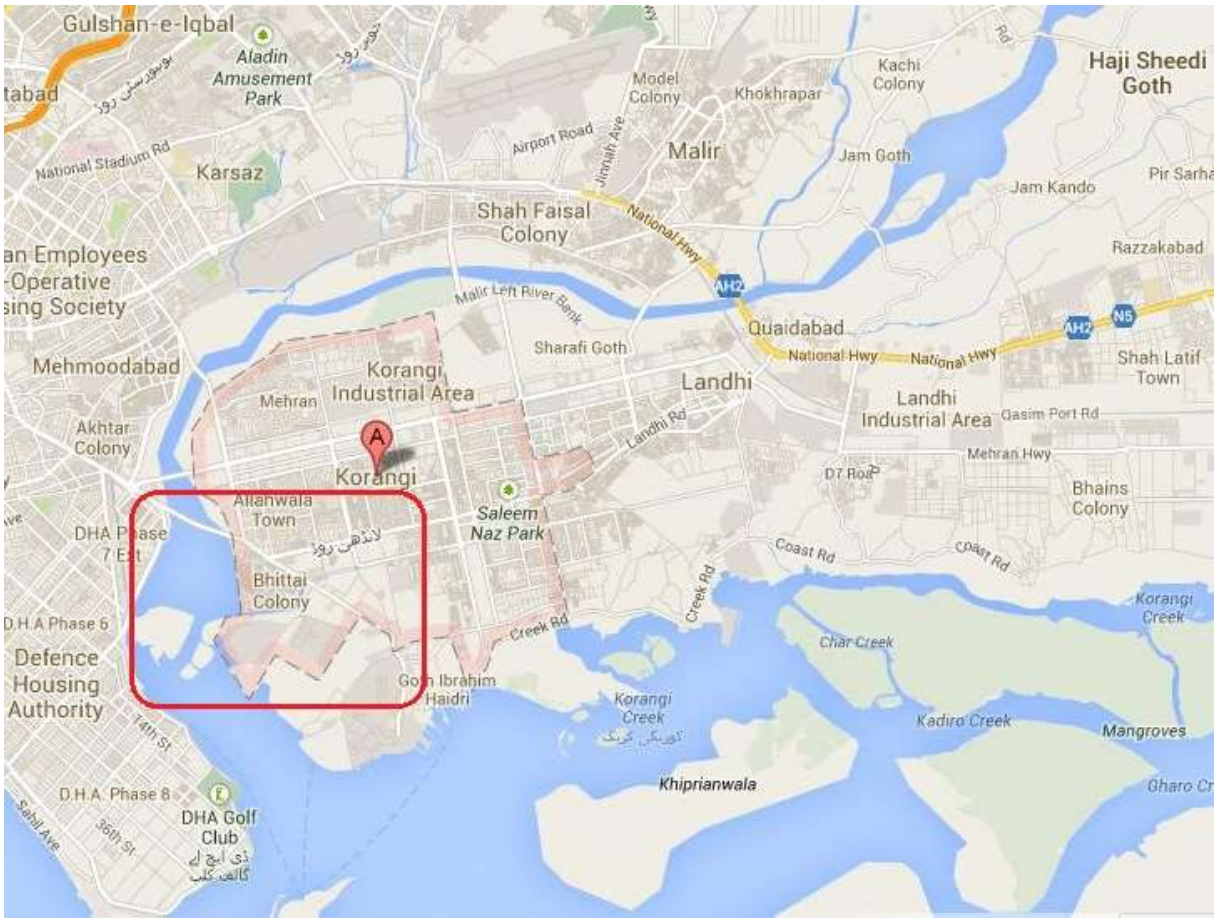
The existing road also provides access to Korangi Creek Industrial Park (KCIP), Pakistan Refinery Ltd. (PRL) and other industries located here. The fishing village / Jetty of Ibrahim Hyderi is also served by this causeway besides the commercial area, hardware tiles and ceramics shops, and the housing colonies including Bhitai Colony, Dar us salam Cooperative Housing Society, Gilgit Colony, PAF Colony and Airmen Golf Club located along this road.

During rainy season, the existing causeway gets under water and the traffic across the river gets disrupted and must be rerouted to other longer routes. In addition to a lot of inconvenience to the people of this area and those coming here from other areas, this also causes traffic congestion on the other exits from Korangi and on the Main Korangi Industrial Area road.

Poor patients visiting the major health care facilities, especially Indus Hospital, the LRBT Eye Hospital, the Fazle Elahi Hospital for Heart Diseases and the Chiniot General Hospital, etc, and the students and staff of the above well-known educational institutions like the CBM, IBT, NTU, and get struck up for hours when the causeway is closed due to heavy flow of water in Malir River. Similarly access to many factories, mills and industries and the Korangi Creek Industrial Park (KCIP), Pakistan Refinery Ltd. (PRL) also gets blocked and the industrial activity suffers causing huge loss to the national and regional economy. Unnecessary delays and travel cost is incurred by the road users besides disturbance to the industrial activity as their supply line is badly affected.

The Malir Expressway project will have its start point near the existing causeway / KPT interchange and will thus link these areas directly with the Karachi Hyderabad Motorway i.e. M9. It is envisaged that traffic load in this area will further increase as a result of this development making it imperative to undertake the proposed project well in time to meet the increasing travel demand.

Considering the abovementioned situation, proposed link road to Korangi and the new bridge on Malir River will be an alternate direct access route serving the industrial and commercial traffic to / from these areas.



Therefore it is estimated that around 2.5 million people living in the adjoining areas including Allahwala Town, Altaf Town, Bhitai Colony, Christian Colony, Darus Salam Society, Gulshan-e-Mustafa, Gilgit Colony, Lucknow Socitey, Nasir Colony, Goth Ibrahim Hyderi, etc, and about half a million-daily commuting from other areas for work / business, education, healthcare or other purposes will be directly benefitted from this scheme besides the availability of an exclusive route for the movement of heavy traffic to the industrial area. Additionally it will also help address the security concern of the PAF Academy / defence installations during any turmoil / forced closure of the road due to strike or during heavy rains in monsoon season.

The width, number of lanes and the final alignment for the proposed link road (including the bridge and the expressway) will be determined as per traffic demand estimation based on traffic study to be undertaken for the project and the structural design will also require a detailed hydrology study of the Malir River flood channel.

SUB-PROJECT 2: EXPRESSWAY FROM MAURIPUR ROAD TO Y-JUNCTION

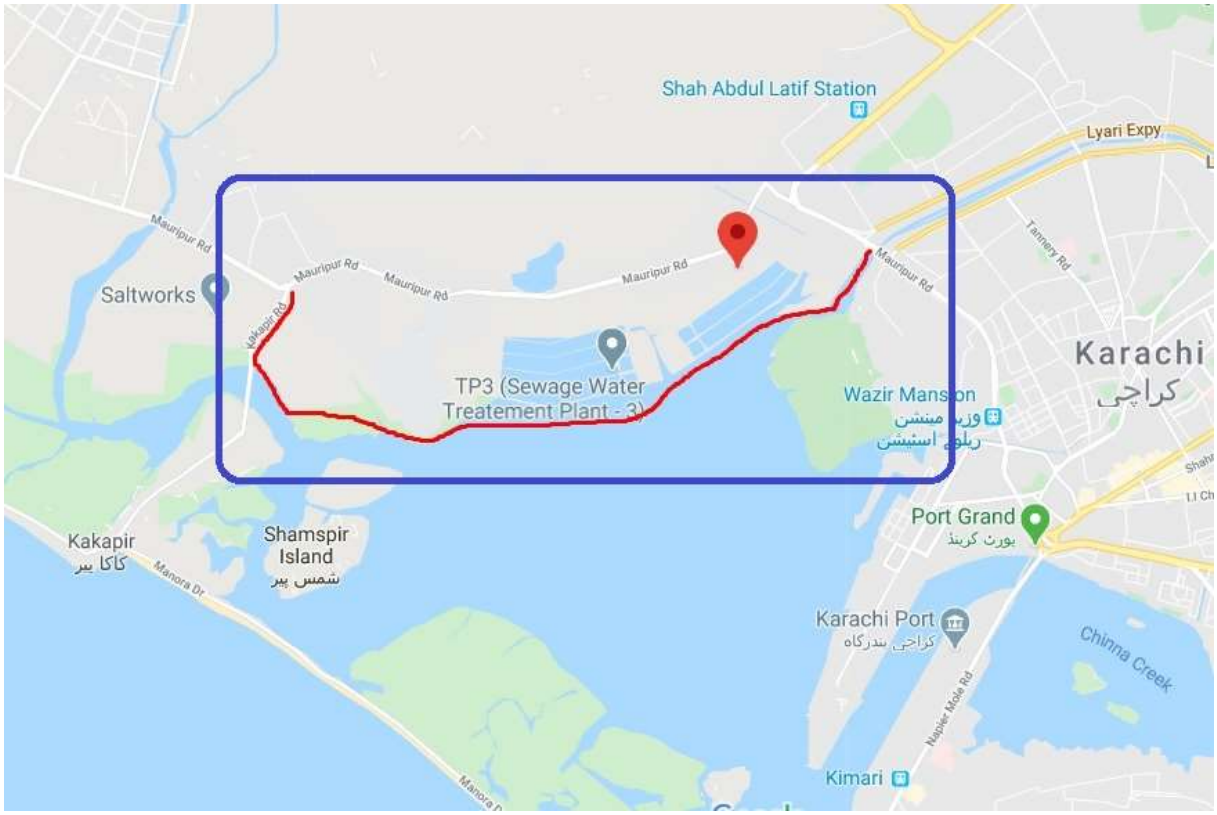
Project Background:

The project aims to boost the economic activity / tourism and improve the traffic management in Mauripur area and surrounding areas. The construction of this corridor will resolve the traffic pressure in the city as the proposed expressway will also have its connectivity with Lyari Expressway. Once the proposed expressway is constructed and merged with the Mauripur road and Lyari Expressway, the overall traffic load of the Mauripur area will be drastically improved and people of Karachi and business community

will be overall beneficiary. Also, the proposed project will support Pakistan Navy for movement of their very important logistics timely at their destination.

Need and Objectives

The section of Mauripur Road between Gulbai Intersection near the end point of Lyari Expressway and the Y-Junction with Kakapir Road / Hawksbay beach access road, remains congested almost round the day. The existing road infrastructure serves the localized traffic of the densely populated areas along both sides, traffic of local industries, the recreational traffic to the beaches, the heavy traffic between the port / SITE area and the Hawksbay truck stand, and the defence / logistic needs of Pakistan Airforce and Naval establishments at Mauripur and Manora. The situation becomes even worse during the rainy season or on holidays and it takes a long time to cross this section.



Therefore the Local Government Department has envisioned the construction of an Expressway from Mauripur Road (end point of Lyari Expressway near Gulbai Intersection) and its intersection with Kakapir Road / Hawksbay beach access (commonly known as Y-Junction) linking the Mauripur Road and Lyari Expressway to the beach areas by an alternate route through the back waters. This will substantially reduce the travel time and will facilitate fast movement of traffic bypassing the densely populated areas. It will also reduce traffic volume and delays along the Mauripur Road providing relief to the local population. The construction of the proposed expressway may also help contain the extension of slums into the mangrove areas.

The geometric, pavement and structural design for the proposed expressway will be determined as per traffic demand estimation based on traffic study and the hydrology study to be undertaken for the project.

SUB-PROJECT 3: INTERCHANGE AT ICI BRIDGE

Project Background:

This project is primarily conceived (i) To facilitate Karachi port heavy traffic going / coming from all over country through the junction without stopping, also to facilitate city traffic using Lyari Expressway and Mauripur road for their ultimate destination; and (ii) To resolve traffic congestion during evening peak hours on Jinnah Bridge, where currently more than one kilometer queue length of vehicles can be observed due to this signalized junction.

Need and Objectives

The intersection of Mauripur Road with Ghulam Ali Allana Road, commonly known as ICI Bridge Intersection due to its location at the approach to ICI Bridge over Karachi Circular Railway, is among the most congested road junctions in the southern part of the city. It serves the heavy traffic moving between Karachi Port, SITE area and other parts of the country through the Motorway, M10 / Northern Bypass and Site Avenue in addition to the city traffic moving along Mauripur Road from Mai Kulachi Bypass and M.T.Khan Road via Jinnah Bridge and from other areas of the city through Lyari Expressway. Besides it serves the localized traffic the densely populated adjoining areas of Lyari and other old city areas and the recreational traffic towards the Hawkesbay, Sandspit and Manora beaches.

At present, there is an at-grade signalized intersection which is although being managed with the deployment of traffic police, long queues can be observed up to Jinnah Bridge/M.T Khan Road on one side and upto Mauripur Road Bridge / Lyari Expressway on the other side. Therefore, there is need for a grade-separated solution in the form of an interchange serving all conflicting traffic movements between Mauripur Road and G. Allana Road including 04 Nos. straight movements and 04 Nos. right turns as both the roads carry two-way traffic and there is no alternate available in the immediate vicinity of these roads.

Besides these movements, there is public transport serving the daily commuters and the left turns also consist of a substantial volume of traffic.

Considering the existing conditions as well as the future traffic needs especially any upcoming projects / expansion schemes of the KPT and other stakeholders, a grade separated interchange may be provided.

Due to non-availability of adequate right-of-way for construction of a high-level interchange at the present at-grade intersection, it may necessary to acquire land and relocate the adjoining residents to a suitable location. Therefore, land acquisition and resettlement of people (including arrangement of alternate residence for the affected people) will be an integral component of this proposed project and the technical advisor / consultants will have to provide all necessary technical support in this regard also.

Location map showing all the three Sub-Projects under the Urban Road Initiatives is presented below:

5.2 The Assignment

5.2.1 The Preferred Bidder shall be required to conduct feasibility study and transaction advisory for the Project comprising three different Sub-Projects.

5.2.2 The scope of work has been broadly categorized into three phases for each Sub-Project. However, the Government reserves the right to end the Transaction Advisory Services for this assignment at any stage of the phase, if it is satisfied that proceeding further will not help achieve the Government objectives.

5.2.3 The scope of work given in Terms of Reference as per section 5.3 and the Deliverables as mentioned in section 2.27 shall be provided by the Preferred Bidder separately for each individual Sub-Project.

5.3 Terms of Reference

At any stage during any phase given below, the legal consultant, technical consultant and financial consultant being members of the Consortium shall furnish legal, technical and financial opinions respectively as and when required by the Procuring Agency on any matter / document / agreement with regards to the Project. The internal co-ordination of the Consortium shall be the sole responsibility of the Lead Member.

5.3.1 **PHASE 1: Feasibility** shall include but not limited to the following components:

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.

5.3.1.1 **Technical Feasibility Study**

The Technical Feasibility shall be conducted for the Project location (i.e. for each of the Sub-Projects) which includes:

A. Outline Design parameters of Project

i. Detailed area reconnaissance along with the satellite picture study and study of different options (if required) for new bridges position(s) along with the approach roads for the bridge(s) and present different suitable and economical options along with the features after ground appraisals of the salient features of each location.

ii. The Consultant shall propose alignment/inception report and the most appropriate option for consent from Procuring Agency / Government.

iii. Perform drainage studies also taking into consideration canal/nullah/river flow patterns during peak flood and recession period for design of cross drainage and protection works (if required).

iv. Detailed Topographic survey within Right of Way of existing road(s) and along any re-alignment (for geometric improvement) identified during the field reconnaissance.

v. Perform condition survey of existing structure (bridges, culverts, drains, retaining walls etc.) and pavement structure to determine load carrying capacity, strength evaluation, and rehabilitation methodologies.

vi. Perform traffic surveys and studies along with the survey for the willingness to pay from users and truck operators at Start, Mid & End of Project Highway.

vii. Inception of Project Design in terms of Typical Cross Section, Typical Culverts, Typical Bridges, Typical and Schematic Designs of Project including allied facilities like weigh bridges, Toll gates, Mini Toll Booths, Rest Areas (as applicable and needed for any Sub-Project) and shall prepare the cost estimates of the projects. Design of town areas including drainage, bus stops, parking areas, service roads (if space is available), walkways, overhead pedestrian crossings (if feasible).

viii. Frame TOR for detailed designing of the project based on x-section of bridge and approach road, which will be in conformity with applicable standards and in accordance with the Design requirements as set out below.

ix. Detailed reconnaissance of project and review of all material / documents provided.

x. Carryout Geotechnical investigation and Topographic survey for the selected Project locations and concerned approach roads, bridges & also carry out the Soil investigation survey to determine Subsoil Condition, other required soil tests and analysis for the authenticity of any available report.

xi. Carry out bathymetric survey for Sub-Project 1 (Link Road for Korangi) and Sub-Project 2 (Expressway from Mauripur Road to Y-Junction)

xii. Geometric design as per the geometric design criteria for roads given in the AASHTO Standards. Also carry out Preliminary Design of pavement, retaining/ protection works, design of erosion protection works and drainage works.

xiii. Carry out Outline Structural Design of Bridge in accordance with provisions of AASHTO LRFD Bridge Design Specifications.

xiv. Preliminary Design of the pavement and other minor structures and intersections (at-grade or grade separated)

xv. Prepare Preliminary drawings.

xvi. Preparation of Indicative land acquisition for right of way and utility/ infrastructures folders which includes identification of all the utilities encountered along the right of way.

xvii. Carry-out layout plan of Administration Building and weigh bridges (as applicable and needed for any Sub-Project).

xviii. Give detailed plan of implementation strategy.

xix. Preparation of Cost Estimates for Road Works, Structures, Protection and Erosion Works, building / facilities for Weigh Bridges, Rest Areas, Toll Gates, Toll Control Facilities (if toll gates and toll control facilities are needed in any Sub-Project), Facilities for Operation and Maintenance staff and Ancillary Works based on Typical Design, Reconnaissance Survey and Topographic Survey.

xx. The general design parameters for the roads and bridges are given below. These parameters are tentative and will be revised and updated by the consultants after feasibility study:

a. <u>Geometric Design Criteria</u>

<u>Design Life</u>

Bridge and Structures –	80 years
Pavement Structures –	10 years

<u>Design Speed</u>

Flat terrain rural *	varies
Flat terrain town	60 Km/h
Maximum Super elevation	4.0%

<u>Transverse slop (Camber)</u>

Pavement	2.0%
Shoulders	4.0%

<u>Gradient</u>

Maximum	3%
Minimum	0.2%

Carriageway Width *	varies
Shoulders width either side	3.00m
Outer shoulder treatment	Wearing Course
Embankment Height	Varies
Embankment side slop Fill	2H:1V to 3H:1V
Inner Shoulder width	1.0 meters (or As Suggested)

** The requirement may vary in Sub-Projects*

b. <u>For Bridge</u>

Width	(As Suggested)
Live Load	Class AA Loading

c. <u>For Material Testing</u>

ASTM – American Society for Testing and Materials

AASHTO-American Association of State Highway and Transportation Officials.

d. <u>For Structures</u>

AASHTO LRFD (Latest Edition) American Association of State Highway and Transportation Officials.

e. <u>Loading</u>

West Pakistan Code of Practice for Highway Bridges 1967.

f. <u>Seismic Design</u>

AASHTO analysis and design with latest Seismic zoning map for Pakistan as per revised current GoP Seismic parameters.

Other design criteria not specified herein shall be approved by the Independent Engineer/Government before being adopted for the design.

5.3.1.2 **Environmental and Social Impact Assessment**

i. <u>Environmental Impact Assessment</u>

a) Conduct the Environmental Impact Assessment (EIA) study of the Project considering all aspects of the environment, as per national guidelines and requirements of International Financial Institutions ("IFIs");

ii. <u>Social Impact Assessment:</u>

a) Identify and assess the positive effects of the project in terms of satisfying basic needs, alleviating poverty, generating employment, and reaching large population segments;

b) Identify and assess negative social effects such as physical displacement, changes in access to resources, disruption to livelihoods, changes in social or economic standing, inequitable distribution of benefits and costs among stakeholders, and changes to patterns of behavior that would not be consistent with prevailing gender perceptions, social norms, and religious or cultural values;

c) Determine whether the project has negative effects on particular categories of stakeholders such as women and ethnic minorities;

d) Highlight Factors impacting the project during the procurement, development and operations phases;

e) Recommend mitigation measures such as special institutional arrangements, arrangement of alternative residence for affected socities and modifications in project design;

f) Estimate the cost of the recommend mitigation measures;

iii. <u>Stakeholder Consultations:</u>

a) Identify key stakeholders of the Project;

b) Conduct stakeholder consultation for awareness and feedback;

c) Recommend mechanisms for continued involvement of key stakeholders in the monitoring and evaluation of project impacts during implementation and operation;

iv. <u>Land acquisition and resettlement plans:</u>

a) Prepare a detailed land acquisition plan including the scope of land acquisition; description of land ownership and availability; discussion of legal issues (if any); implementation schedule and procedure for land acquisition, and cost estimates;

b) Prepare a detailed resettlement plan including a list of affected people; entitlement policy and compensation policies, institutional arrangements, public participation, consultation, and grievance mechanisms, implementation schedule, cost estimate, and a monitoring and evaluation system;

5.3.1.3 **Financial Viability Assessment**

i. <u>Viable Transaction Structure:</u>

a) Prepare a viable transaction structure for implementation of the Project;

b) Identify possible Government support may be required by developer, both financial and other;

c) Explain the rationale and form of viability gap funding (if any);

d) Based on the financial modelling, the consultants should determine in the feasibility study the appropriate tariff levels and structure for the project. 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

ii. <u>Financial Model:</u>

a) Develop financial model of the Project covering the projected revenues, and costs estimates of construction/development (EPC), Non-EPC, interest during construction and operations

& maintenance cost estimates over the life of the Project;

b) Must cover the entire term of the proposed concession agreement;

c) The financial model must be properly constructed in a standard spreadsheet program such as MS Excel;

d) Inputs and assumptions may include:
- Inflation, discount rate and tax rates;
- Construction data such as initial capital expenditures over period;
- Future capital expenditures, both maintenance and growth-related;
- Residual value of capital assets at the end of 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;

e) Sheets with cash flow statement, profit and loss account, and balance sheet of the project company;

f) 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:
- 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

g) 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;

h) The financial model should allow sensitivities and scenario analysis based on various parameters;

5.3.1.4 PPP Options Analysis

i. PPP Options Analysis

a) List all reasonable options available;

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;

d) Recommend the preferred option with its impact on the financial and commercial viability, financial model and transaction structuring;

ii. <u>Project Risks:</u>

a) Identify the project risks;

b) Make assessment of each risk;

c) Allocation of each risk to the party that can best able to manage it;

d) Develop risk matrix;

e) Comment on project viability under PPP modality;

iii. <u>Economic Analysis:</u>

a) Value for Money (VfM) analysis based on public sector comparator model;

b) Economic IRR;

5.3.1.5 **Legal and Regulatory Assessment**

a) What laws, rules, regulations will be involved in the project implementation?

b) What kind of District, Provincial and Federal approvals are required for establishing or implementing the Project?

c) Prepare draft bills, rules and regulations or any amendments in existing laws, rules and regulations, if required for the implementation of the Project.

d) Identify sector institutions and government entities related to the sector;

Note: *Under Phase I, the Preferred Bidder shall be responsible to undertake all related surveys needed for preparation of feasibility study reports.*

5.3.2 **<u>PHASE 2:</u> Bid Management** shall include but not limited to the following components:

5.3.2.1 **Marketing**

a) Prepare information memorandum (IM) for each of the Sub-projects;

b) Sensitize potential investors, operators and financiers for the project and seek their feedback for incorporation in the project structure;

c) Seek investor interest and feedback on project prior to launch of official solicitation;

d) 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.

5.3.2.2 **Procurement Package**

a) Prepare Notices/Advertisement/Expression of Interest for **Pre-qualifications**, pre-qualification criteria, pre-qualification document, request for proposal (the **RFP**) documents, concession agreements and other project documents and project information memorandum for Bidders/Consultants/Consortia;

b) Presentation on feasibility study outcomes and proposed project structure to the PPP Policy Board for necessary approvals;

5.3.2.3 **Issuance of Bid Documents**

a) Presentation of Project bidding documents to the technical & financial evaluation committee (TFEC) and other authorities (if needed), 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 SPP Rules;

5.3.2.4 **Submission of Bid Evaluation Report**

a) Assist the Procuring Agency in inviting proposals from the pre-qualified bidders or Bidders/Consortia 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 in evaluating the bids including technical and financial proposals.

c) Presentation of bid evaluation outcomes to the technical & financial evaluation committee (TFEC) and other authorities (if needed), 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 to PPP Policy Board regarding project investor solicitation process (bidding process & Preferred Bidder) and project cost as quoted by the Preferred Bidder 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 be not limited to the following:

5.3.3.1 **Transaction Negotiation and Execution**

a) Assist in final negotiation with preferred private party;

b) Presentation of project structure to the TFEC / PPP Policy Board for necessary approvals.

c) Assist in execution of the PPP agreement/concession agreement and other project documents between Government and special purpose vehicle/company (SPV) formed by

the successful bidder of the project and lenders;

d) Draft and negotiate further project agreements including but not limited to independent engineer agreement, independent auditor agreement, shareholding agreement, equity funding & utilization agreement, price escalation agreement and escrow agreement.

5.3.3.2 **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;

NOTE: The Preferred Bidder shall be required to provide the aforementioned services to the Procuring Agency for each of the three Sub-Projects being part of the Assignment.

6. EVALUATION CRITERIA AND SCORING SYSTEM

A – Evaluation Criteria

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

1. Evaluation of Technical Proposals

1.1 The Technical Proposal will be evaluated on the basis of Consultants' relevant experience, its understanding of assignment, proposed methodology, financial capability and work plan, the experience of 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.

1.2 The total score of the technical and financial evaluation shall be 100, out of which 80% weight-age shall be for the technical and remaining 20% weight-age shall be allocated to the financial evaluation.

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

1.4 The final technical score (TSw) shall be calculated in the following manner: TSw = RTS x 0.8

2. Financial Bid opening

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

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.

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 x (RFSmin/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 x 0.20, FSw is weighted financial score.

Combined Score

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

2.5 Bid obtaining highest CS 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.

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

B – 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. In case of the consortium marks will be allotted only once for the same project)* *ii. Experience of Advisors will only be considered for public sector clients* *iii. Scores will be awarded to a Bidder based on milestones achieved for a project* *iv. Bidders shall attach supporting document / evidence of experience*	Experience of feasibility study of a project related to development of roads/bridges (of minimum value of Rs. 3 billion) by any member of the Consortium, during last 10 years 03 or more Projects 15 Marks 02 Projects 10 Marks 01 Project 05 marks	15
	Experience in preparing EIA studies for road / highway / bridge infrastructure projects as per the safeguard policies / requirements of IFIs 10 or more Projects 05 Marks 08 Projects 04 Marks 06 Project 03 marks 04 Projects 02 marks 02 Project 01 mark	5
	Experience in preparing and obtaining approval, of LARPs for projects that have been developed as per the safeguard policies / requirements of IFIs. 10 or more Projects 05 Marks 08 Projects 04 Marks 06 Project 03 marks 04 Projects 02 marks 02 Project 01 mark	5
	Experience of development of bidding package (including RFQ/RFP and draft agreement, etc.) of a PPP project by financial/legal member of the Consortium 03 or more Projects 10 Marks 02 Projects 07 Marks 01 Project 04 marks	10
	Experience of transaction advisory of completed PPP project (up to signing of concession agreement) of a project 03 or more Projects 15 Marks 02 Projects 10 Marks 01 Project 05 marks	15
	TOTAL	**50**
2. Key Professional Staff	**Financial Team**	10

(Key Professional Staff must not be more than 65 years of age, as on the date of bids Submission Deadline)	Financial Team Leader 07 marks Project Finance Specialist 03 marks	
	Technical Team Sr. Engineer 07 marks Bridge Engineer 07 marks EIA Expert 03 marks Social Safeguards Expert 03 marks	20
	Legal Team Legal Team Leader 07 marks Legal Expert 03 marks	10
	TOTAL	**40**
3. Financial Capability	Average annual turn-over of last three (3) years PKR 200 million or above 04 marks PKR 150 million 03 marks PKR 100 million 02 marks PKR 50 million 01 mark ** 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*	04
4. Understanding of the Assignment and Proposed Methodology	Understanding of the assignment	01
	Proposed Methodology	05
	TOTAL	**10**
	Total	**100**

The Local Government and HTP Department may conduct presentation from Bidders during the evaluation period for clarity on Technical Proposal.

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

#	**FINANCIAL TEAM**	**Weightage**
1.	Financial Team Leader (Age limit = 65 years)	Qualification: CA/CFA/ICMA/ACCA/MBA (25%) Bachelors in Finance/Accounting/Business Admin (15%) Relevant Experience 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	Qualification: CA/CFA/ICMA/ACCA/MBA (25%)

	(Age limit = 50 years)	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.	Senior Engineer (Age limit = 65 years)	<u>Qualification:</u> Masters in transportation or structures (25%) Bachelors in civil engineering (15%) (PEC registration is mandatory) <u>Relevant Experience</u> Experience in relevant field More than 15 years 75% 10 years to less than 15 years 60% 7 years to less than 10 years 40% Less than 7 years 20%
2.	Bridge Engineer (Age limit = 50 years)	<u>Qualification:</u> Masters in structures (25%) Bachelors in civil engineering (15%) (PEC registration is mandatory) <u>Relevant Experience</u> Experience in relevant field More than 15 years 75% 10 years to less than 15 years 60% 7 years to less than 10 years 40% Less than 7 years 20%
3.	EIA Expert (Age limit = 60 years)	<u>Qualification:</u> Minimum Masters in Environmental Engineering or allied Environmental Sciences/Management (25%) <u>Relevant Experience</u> Experience in conducting EIA studies for urban infrastructure projects. 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%
4.	Social Safeguards Expert (Age limit = 60 years)	<u>Qualification:</u> Minimum Masters in Social Sciences or related field (25%) <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. 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%
	LEGAL TEAM	**Weightage**
1.	Legal Team Leader (Age limit = 65 years)	<u>Qualification:</u> LLM / Bar at Law (25%) LLB (15%) <u>Relevant Experience</u> Experience of legal advisory on infrastructure projects More than 10 years 75% 7 years to less than10 years 60% 5 years to less than 7 years 40% Less than 5 years 20%
2.	Legal Expert (Age limit = 50 years)	<u>Qualification:</u> LLM / Bar at Law (25%) LLB (15%) <u>Relevant Experience</u> Experience of drafting procurement documents e.g. (EOIs, RFQ, RFP), Concession/PPP agreements / EPC contracts / agreement negotiations 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%

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 (Government) 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 time 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: …….	Name of Seller/Supplier: …….
Signature: ……..	Signature: …….
[Seal]	[Seal]

8. AFFIDAVIT

[ON STAMP PAPER OF REQUIRED VALUE]
[TO BE ATTESTED BY OATH COMMISSIONER]

To:
Local Government Department,
Government of Sindh

Re: Technical & Financial Feasibility study and Transaction Advisory Services for Urban Road Initiatives in Karachi

[Date]

Pursuant to the Request for Proposal document dated [*Please 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;

(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) does not fall within any of the circumstances for ineligibility listed in Section 2.16 (Basic Eligibility Criteria) of the Invitation for Proposal.

Yours Sincerely,

Authorized Signature
Name and Title Signatory
Name of Firm
Address

NOTE: In case of Consortium, the Affidavit to be provided by each member of the Consortium

9. POWER OF ATTORNEY

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 Urban Road Initiatives in Karachi project (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 Local Government Department, any other Government entity or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant 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.