



**SINDH ECONOMIC ZONES MANAGEMENT COMPANY**

**GOVERNMENT OF SINDH**

**REQUEST FOR PROPOSAL**

**Hiring of Consultants for Feasibility Studies**

**&**

**Transaction Advisory Services**

**For Development of**

**THREE NEW INDUSTRIAL ENCLAVES IN SINDH  
(HYDERABAD, SHAHEED BENAZIRABD AND SUKKUR)**

**July 2022**



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## SECTION 1: INVITATION LETTER

Dear Sir/Madam,

### **Sub: Transaction Advisory Services for Three New Industrial Enclaves of Sindh**

Sindh Economic Zone Management Company, Government of Sindh (the “**Procuring Agency**”), invites “Technical and Financial Proposals” for Feasibility Studies and Transaction Advisory Services to develop new industrial enclaves under Public Private Partnership mode (the **Assignment**), from prospective firms/consortiums.

1. In view of the objectives and the need for industrialization in the province future industrial enclaves have been identified in Sukkur, Hyderabad and Shaheed Benazirabad Districts of Sindh.

For the industrial enclave in District Sukkur, approx. 400 acres state land at the proposed Sukkur-Hyderabad (M-6) motorway have been identified in Taluka Rohri, District Sukkur. It is situated along the left bank of the Indus River, directly across from the historic city of Rohri.

Sukkur is the third largest city in Sindh after Karachi and Hyderabad, and 14th largest city of Pakistan by population. Sukkur's economy is largely reliant upon the small-medium industries and auto parts. In addition, the economy of the region is also reliant upon agricultural produce from northern Sindh's farms and serves as a trading and processing center for agricultural goods.

Sukkur is a partly urban district, where 51% of the population resides in urban areas and sources of livelihood are diversified for the resident population. While agriculture is the main source of employment for the rural population, in the urban areas of the district, people are engaged in various other economic activities like trade, services, personal business, and government and private jobs.

The Proposed location has the following advantages:

- Connected to Multan by M-5 motorway, with onwards motorway connections to Lahore, Islamabad, and Peshawar.
- Connected to Hyderabad by the proposed M-6 motorway, with onwards connections to Karachi via the M-9 motorway.
- The M-5 and proposed M-6 are being built as part of the wider China-Pakistan Economic Corridor. Sukkur Airport is located 8 km outside of the city.

The establishment of the Industrial Zone in Sukkur shall have positive implications on the socio-economic outlook of the entire region. The project is expected to bolster the regional economy by bringing substantial local/foreign investment and will create huge number of direct and indirect job opportunities for the locals.

2. In continuation, another land parcels of 700 acres (500+200) have been identified near Hyderabad in the Sindh province. It is the second-largest city in Sindh, and the eight-largest in Pakistan. It is located on the east bank of the Indus River and is roughly 150 kilometers away from Karachi, the provincial capital.

The salient features of the location are:

- Connectivity of two of Pakistan's largest highways, the Indus Highway and the National Highway.
- 75% of Sindh's industry is located in the Karachi-Hyderabad region.

The project will provide the industries with readily available trained human resources due to its locality in the center of a settled area, which also has a long-established industrial tradition. The project is expected to attract investment and create direct and indirect job opportunities.

3. Third Industrial Enclave has been identified land parcels of approx. 100 acres in Shaheed Benazirabad District, previously known as Nawabshah District, located in the center of Sindh. It has a distance of four hours from Karachi, Capital of Sindh has 1,738 square miles. Headquarter of the district is Nawabshah city, which is considered the 27th largest city of Pakistan.

District Shaheed Benazirabad is a growing industrial center, it manufactures small boats, refined sugar,



soap, and cotton and silk textiles. The main crops of the surrounding area are cotton, millet, sugarcane and fruit pulp.

4. Prospective bidders/firms/consortiums are encouraged to acquaint fully with the Assignment and local conditions before submitting their Bid(s), by sending written queries to the Client, if any. Please note that no cost of any such visit or queries shall be reimbursable.

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

6. This 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

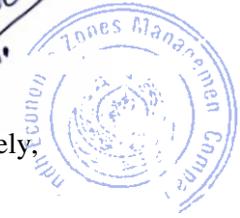
Section 6: Evaluation Criteria and Scoring System

Section 7: Integrity Pact

Section 8: Affidavit

Appendix-I: Draft Consultancy Contract

Yours sincerely,



Deputy Manager  
Sindh Economic Zones Management Company,  
Government of Sindh



## SECTION 2: INSTRUCTIONS TO CONSULTANTS

### 2.1 Definition

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

<b>Assignment</b>	Shall have the meaning set out in the Invitation Letter.
<b>Bid(s)</b>	In response to this RFP, all proposals and bids submitted by the Consultants/consortium
<b>Bidder</b>	An enterprise or consortium which submits a Proposal in response to this RFP.
<b>Bid Price</b>	Final price quoted by Bidder in the Financial Proposal, including all costs and taxes.
<b>Business Day</b>	Any day other than Sunday or public holiday in the Islamic Republic of Pakistan or the province of Sindh on which banks in Pakistan are generally open for business.
<b>Bidding Method</b>	Quality and Cost Based Selection - Single Stage Two Envelope.
<b>Bid Security</b>	The security deposit to be made by a Bidder in the form of a bank guarantee, pay order or bank draft issued by a scheduled commercial bank operating in Pakistan acceptable to the Government Authority (with a minimum rating of 'A-' by JCR VIS or an equivalent rating by PACRA or any other creditable credit rating agency) as stated in Section 2.17.
<b>Bid Validity Period</b>	Period of 90 days starting from Submission Deadline
<b>Consortium</b>	A Bidder comprising of a group of two or more enterprises formed to submit a Proposal. The Consortium shall not be an association of more than five (5) firms.
<b>Contract</b>	Consultancy services contract to be executed between Preferred Bidder and Procuring Agency.
<b>Consultancy Agreement</b>	The contract to be executed after the completion of the competitive bidding procedure between the Authority and the Preferred Bidder.
<b>Consultant</b>	A professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, management firms, procurement agents, auditors, international and multinational organizations, investment and merchant banks, universities, research



	institutions, government agencies, nongovernmental organizations, and individuals.
<b>Consultant Selection Committee</b>	The Consultant Selection Committee notified by the Competent Authority in compliance with rule-67 of Sindh Public Procurement Rules, 2010 to undertake hiring Consultants for the Project.
<b>Data Sheet</b>	Such part of the instructions to Bidders that is used to reflect specific assignment conditions.
<b>Day</b>	Calendar day including holiday.
<b>Feasibility Study</b>	Technical, Legal, Environmental, Financial, marketing, operational and Socio-Economic feasibility study for the project.
<b>Financial Close</b>	The stage where all loan agreements are executed with the lenders and equity is arranged by the special purpose vehicle / company (SPV) of the private party (successful bidder for implementation of the Project). The complete funding required to implement the Project is arranged at financial close with fully satisfaction of conditions of a financing agreement for loan disbursement.
<b>Government</b>	The Government of Sindh.
<b>Instructions to Bidders</b>	(Section 2 of the RFP) Means a document that provides Bidders with all the necessary information to prepare their proposals.
<b>Key Professional Staff</b>	Means the professionals assigned by the Consultant / Bidder to undertake assignment as listed under the Evaluation Criteria and Scoring System.
<b>Performance Security</b>	The security deposit to be made by a preferred bidder in the form of a Bank guarantee, pay order, issued by a scheduled commercial bank operating in Pakistan and acceptable to the Government Authority (with a minimum score of ' A- ' by JCR VIS or an identical rating by PACRA or any other reputable credit rating agency).
<b>Preferred Bidder</b>	As per selection method and evaluation Criteria mentioned in the RFP document.
<b>Procuring Agency</b>	Sindh Economic Zones Management Company (SEZMC)
<b>Procurement procedure</b>	Single Stage Two Envelope.
<b>Project</b>	Hiring of Consultants/consortium for conducting feasibility studies and providing transaction advisory services for development of Three New Industrial Enclaves in Sindh under PPP mode
<b>Proposal</b>	Means the Technical Proposal and the Financial Proposal submitted by a Bidder in response to this RFP.
<b>Submission Deadline</b>	The deadline for submitting their plan as given in the Data Sheet.



<b>Request for Proposal / RFP</b>	This document, the Request for Proposal prepared by the Procuring Agency for the selection of Consultants.
<b>SEZMC / Authority</b>	Sindh Economic Zone Management Company, Government of Sindh.
<b>SPP Rules</b>	Sindh Public Procurement Rules 2010, amended from time to time.
<b>SPPRA</b>	Sindh Public Procurement Regulatory Authority.
<b>Terms of Reference</b>	(TOR) The document included as Section 5 in the RFP explaining the objectives, scope of work operations, and tasks to be done, respective roles of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

## 2.2 INTRODUCTION

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



### 2.3 Timetable (Tentative Timelines)

The tentative timetable for the bidding process is as follows

ACTIVITY	DATE
Issuance of RFP	4 <sup>th</sup> July, 2022
Pre-Bid Meeting	20 <sup>th</sup> July, 2022
Clarifications / Comments Request Deadline	22 <sup>nd</sup> July, 2022
Response to Questions Document Issuance	26 <sup>th</sup> July, 2022
Bids Submission Deadline	4 <sup>th</sup> August, 2022

### 2.4 Conflict of Interest

2.4.1 Bidders are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its contract, as the case may be.

2.4.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

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



## **2.5 Conflicting Relationships**

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

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

## **2.6 Fraud and Corruption**

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

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

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

## **2.7 Integrity Pact**

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

## **2.8 Only one Proposal**

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

## **2.9 Bid Validity**

2.9.1 The Data Sheet indicates Bid Validity Period. During this period, Bidders shall maintain the availability of Key Professional Staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Bidders to extend the validity period of their Proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders may submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree have the right to refuse to extend the validity of their Proposals.



- 2.9.2 Bidders shall submit required Bid Security in the required form, along with Financial Proposal defined in the Data Sheet. Bid Security shall be returned to the unsuccessful bidders once the Consultancy Agreement has been signed with the Preferred Bidder or the validity period has expired. The Bidder shall provide the Bid Security in accordance with the SPP Rules acceptable to the Authority. The Bid shall be summarily rejected if it is not accompanied with the Bid Security.

## **2.10 Clarification and Amendment in RFP Documents**

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

## **2.11 Preparation of Proposals**

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

Cover 1: Technical Proposal  
Cover 2: Financial Proposal

## **2.12 Language**

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

## **2.13 Technical Proposal Format and Content**

- 2.13.1 While preparing the Technical Proposal, Bidders must give particular attention to the following:
- 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.
  - Proposed Key Professional Staff must, at a minimum, have the experience indicated in the Evaluation Criteria as given in Section 6.



- iii. Alternative Key Professional Staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

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

- i. A brief description of the consultant organization and an outline of recent experience on assignments (Form Tech-2) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Procuring Agency (Form Tech-3).
- iii. A detailed description of the proposed methodology, work plan for performing the assignment, staffing (Form Tech-4).
- iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their man hours (Form Tech-5).
- v. CVs recently signed by the proposed Key Professional Staff and the authorized representative submitting the Proposal (Form Tech-6). Key information should include number of years working for the consultant and degree of responsibility held in various assignments.
- vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Form Tech-7 and Form Tech-8).
- vii. Any additional information requested in the Data Sheet.

The Technical Proposal shall not include any financial information.

## 2.14 Financial Proposal

2.14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

## 2.15 Taxes

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



## 2.16 Submission, Receipt, and Opening of Proposals

- 2.16.1 Proposals shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals shall be numbered in ascending order, be initialed and stamped by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.
- 2.16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 2.16.3 The Technical Proposal shall be submitted, in triplicate (one original and two copies) and shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**” Similarly, the original Financial Proposal shall be submitted, in triplicate (one original and two copies) and shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 2.16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any Proposal received by the Procuring Agency after the Submission Deadline shall be returned unopened. In order to avoid any delay arising from the postal or Procuring Agency’s internal dispatch workings, Consultants should ensure that Proposals to be sent through couriers should reach a day before the Submission Deadline.

## 2.17 Bid Security

- 2.17.1 A Bid submitted by each Bidder must be accompanied by a Bid Security in an amount at least or equal to two (2%) percent of the Bid Price, in Pakistani Rupees, which shall remain valid for a period of at least twenty eight (28) days beyond the original Bid Validity Period making it a total of one hundred and eighteen (118) days from the Proposal Deadline. .
- 2.17.2 The Bid Security submitted by the unsuccessful Bidders shall be released to the unsuccessful Bidders upon signing of the Consultancy Agreement with the Preferred Bidder.
- 2.17.3 Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than the requirement mentioned in 2.17.1 or other than in the required form by this RFP shall be, in each case, rejected by the Government as non-responsive. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained.
- 2.17.4 The Bid Security (or the Performance Security as the case may be) may be en-cashed by the Government in the following circumstances:



- a. In the case of Preferred Bidder, if it fails within the specified times to:
  - Comply with the instructions laid down in the Letter of Acceptance within the time period stipulated therein;
  - Furnish the necessary Performance Security when required;
  - Sign the Consultancy Agreement within 30 days of issuance of Letter of Acceptance;
  - Achieve all the conditions precedents agreed in the signed Consultancy Agreement within 30 days of signing of the Consultancy Agreement.
- b. In case the Bid Security expires prior to the date falling twenty eight (28) days beyond the original Bid Validity Period;
- c. In case of an occurrence of Consultant's event of default in terms of the Consultancy Agreement; and / or
- d. Consultant / Bidder withdraws its Bid during the Bid Validity Period;

## 2.18 Basic Eligibility Criteria (Preliminary Screening)

- 2.18.1 Registration with Federal Board of Revenue and Sindh Revenue Board or relevant tax authority (In case of Consortium, every consortium member firm shall provide a copy of registration with Federal Board of Revenue and Sindh Revenue Board/ or relevant tax authority)
- 2.18.2 The Bidder (in case of a Consortium, all of the Members) must submit constituent documents (i.e. incorporation certificate, memorandum & articles of association, partnership deed etc.) in accordance with Applicable Laws.
- 2.18.3 In case of Consortium, the Consortium Agreement shall be submitted pursuant to clause 2.25.
- 2.18.4 The Bidder is not blacklisted by any department of Government of Sindh or Government of Pakistan. An affidavit (duly notarized) from bidder shall be signed and submitted with Technical Proposal (In case of consortium, every consortium member firm should provide affidavit) (**section 8**).
- 2.18.5 For a consortium to be eligible for bidding, every consortium member firm should place at least one (1) Key Professional Staff of consortium members and at least two (2) Key Professional Staff of Lead member firm of Consortium.
- 2.18.6 For a consortium to be eligible, the relevant experience of lead member and other consortium members 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 the Consultant Selection Committee, for each listed experience on Form Tech-2 (B). The Procuring Agency reserves the right to verify any experience under Form Tech-2 (B) and in case of non-



production of any document for verification purposes acceptable to Consultant Selection Committee shall result in non-scoring of that particular credential.

- 2.18.7 The Bidder (in case of a Consortium, the lead member) must submit last three years tax return.
- 2.18.8 The Bidder (in case of a Consortium, the technical member) shall submit valid PEC registration including the specialized codes (1202 and 1203).
- 2.18.9 The Bidder (Consortium) shall have an average annual turnover of last three (03) years of at least PKR 100,000,000/- (Pak Rupees One Hundred Million Only).
- 2.18.10 The bidder/consortium must have done at least one project in Section 1 of Criteria 6b (a/b/c/d).

## **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 does not meet basic eligibility criteria shall not be evaluated further for technical score. Such bid will stand non-compliant.
- 2.19.2 From the time the Proposals are opened to the time the contract is awarded, the Bidders should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by any Bidder to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the Bidder's Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 2.19.3 Quality and Cost Based Selection Method (QCBS) will be adopted in evaluating the Proposal. In the first stage a technical evaluation will be carried out. Only those Technical Proposals, which score at least 70 points out of 100, shall be considered for evaluation of Financial Proposal.

## **2.20 Evaluation of Technical Proposals**

- 2.20.1 The Consultant Selection Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Section 6A.
- 2.20.2 After the technical evaluation is completed, the Procuring Agency shall notify in writing, Bidders that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Qualified Bidders' attendance at the opening of Financial Proposals is mandatory. Financial Proposals of those Bidders who failed to secure minimum qualifying marks shall be returned un-opened.



## **2.21 Evaluation of Financial Proposals**

- 2.21.1 Financial Proposals shall be opened in the presence of the technically qualified Bidders' representatives who choose to attend. The name of the Bidders and the technical scores of the Bidders shall be read aloud. The Financial Proposal of the Bidders who meet the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded and the Bid Security in the Financial Proposals will be checked.
- 2.21.2 The Consultant Selection Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

## **2.22 Negotiations**

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

## **2.23 Technical Negotiations**

- 2.23.1 Technical negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Bidders to improve the Terms of Reference. The Procuring Agency may, at its full discretion, incorporate the proposed changes in the Consultancy Agreement.

## **2.24 Availability of Professional staff/experts**

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



## 2.25 Award of Acceptance

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

## 2.26 Confidentiality

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

## 2.27 Consortium Agreement

- 2.27.1 In case of Consortium of firms, the Proposal shall be accompanied by a certified true copy of the **Consortium Agreement**. The Consortium Agreement as applicable shall confirm the following therein:
- Date and place of signing;
  - Purpose of consortium (must include the details of contract works for which the consortium has been invited to bid) ;
  - A clear and definite description of the proposed administrative arrangements for the management and execution of the Assignment;
  - 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;
  - An undertaking that the firms are jointly and severally liable to the Authority for the performance of the services;
  - Duties, responsibilities and powers of the lead firm;
  - The authorized representative of the consortium members.
- 2.27.2 In case of Consortium, it is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the consortium. For a consortium to be eligible for bidding, the experience of lead partner and other partner should be indicated.
- 2.27.3 Any alternative Proposal, such as one by a firm in sole capacity and another in Consortium with another firm or as a part of 2 or more consortiums, for the assignment will be summarily rejected. In such an event, all the Proposals submitted by such firm and its Consortium or associate shall be rejected.
- 2.27.4 The Proposal of a firm is liable to be rejected if the firm makes any false or misleading statement in the Proposal(s) without prejudice to the rights of the Authority to initiate further proceedings against the said firm(s).





	<i>(shall cover 5.2.6)</i>		
6	Issuance of Letter of Award/Acceptance <i>(shall cover 5.2.7 of TORs)</i>	20 Months	6%

	<b>Phase-3: Transaction Negotiation and Financial Close</b>	<b>Timeline</b> <i>(from signing of Consultancy Contract)</i>	<b>Payment</b>
7	Transaction negotiation and Signing of Concession Agreement <i>(shall cover 5.2.8 of TORs)</i>	22 months	21%
8	Submission of SEZ application under SEZ Act 2012 <i>(shall cover 5.2.9 of TORs)</i>	24 months	6%



### DATA SHEET

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

	<b>Project Name</b>	<b>New Industrial Enclaves</b>
<b>1</b>	<b>Address and Contact Person of Procuring Agency</b>	Deputy Manager Sindh Economic Zone Management Company 2 <sup>nd</sup> Floor, Block A, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Karachi, Pakistan Tel: +922199332220 Email: rfp.newzones@sezmc.gos.pk
<b>2</b>	<b>Address for Submission of Bids</b>	Deputy Manager Sindh Economic Zone Management Company 2 <sup>nd</sup> Floor, Block A, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Karachi, Pakistan Tel: +922199332220
<b>3</b>	<b>Pre-bid Meeting</b>	Address: Committee Room, SEZMC 2 <sup>nd</sup> Floor, Bahria Complex IV, Gizri, Karachi.
<b>4</b>	<b>Issuance date and time</b>	09 00 am, 4 <sup>th</sup> July, 2022
<b>5</b>	<b>Issuance Deadline date and time</b>	10 00 am, 4 <sup>th</sup> Aug, 2022
<b>6</b>	<b>Submission Deadline date and time</b>	11 00 am, 4 <sup>th</sup> Aug, 2022
<b>5</b>	<b>Bid Opening</b>	12 00 noon, 4 <sup>th</sup> Aug, 2022
<b>6</b>	<b>Envelops</b>	“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.
<b>7</b>	<b>Language of Bid and correspondence</b>	English
<b>8</b>	<b>Bid Validity Period</b>	90 days from the Submission Deadline.
<b>9</b>	<b>Evaluation Criteria</b>	Minimum 70 points for technical Proposal qualification. Refer Section 6A
<b>10</b>	<b>Scoring System</b>	Refer Section 6B
<b>11</b>	<b>Method of Selection</b>	Quality and Cost Based Selection (QCBS)



<b>12</b>	<b>Procurement Procedure</b>	Single Stage Two envelope
<b>13</b>	<b>Bid Security</b>	The Consultant shall submit a bid security (2%) in the form of Pay Order/ Bank Guarantee/ Bank Draft in original Financial Proposal. Requirements of valid Bid Security are mentioned in 2.17
<b>14</b>	<b>Performance Security</b>	5% of Bid Price in the form of Pay Order / Bank Guarantee/ Bank Draft, shall remain valid for period of 90 days beyond the completion of assignment or two years, whichever comes earlier
<b>15</b>	<b>Contract Stamping</b>	Duly stamped @ 0.35% of Bid Price (or as per applicable rates) by successful bidder at its own cost.
<b>16</b>	<b>Tax Liability</b>	The procuring agency shall only deduct Income Tax on services. Bidders has to assess all other applicable taxes while quoting the Bid Price in the Financial Proposal.



### **SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS**

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

Form TECH-1. Technical Proposal Submission Form.

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

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

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

Form TECH-5. Team Composition and Task Assignment.

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

Form TECH-7. Staffing Schedule.

Form TECH-8. Work Schedule.



**FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM**

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[Location, Date]

To:

The Deputy Manager  
Sindh Economic Zone Management Company  
Government of Sindh

Dear Sir:

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

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

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

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

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

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

We remain,  
Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_



**FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE**

---

***A – Consultant's Organization***

*[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]*



### ***B – Consultant's Experience***

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

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

Firm's Name: \_\_\_\_\_



**FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE**

---

***On the Terms of Reference (TORs)***

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

1.

2.

3.

4.

5.

..

..

***Understanding of the Assignment***



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

---

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

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

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



## FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENT

---

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



**FORM TECH-6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

1. **Proposed Position** [only one candidate shall be nominated for each position]: \_\_\_\_\_
2. **Name of Firm** [Insert name of firm proposing the staff]: \_\_\_\_\_
3. **Name of Staff** [insert full name]: \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_
5. **Nationality:** \_\_\_\_\_
6. **Educational Qualification:** [Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained]: \_\_\_\_\_
7. **Membership of Professional Societies:** \_\_\_\_\_
8. **Other Training** [indicate significant training since degrees under 6 – Education were obtained]: \_\_\_\_\_
9. **Countries of Work Experience:** [list countries where staff has worked]: \_\_\_\_\_
10. **Languages** [for each language indicate proficiency: good, fair, or poor in speaking, reading and writing]: \_\_\_\_\_
11. **Employment Record:**  
[Starting with present position, list in reversed order, and every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held]:  
From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_  
\_\_\_\_\_ Employer:  
\_\_\_\_\_  
\_\_\_\_\_ Position held:  
\_\_\_\_\_  
\_\_\_\_\_
12. **Detailed Tasks Assigned** [List all tasks to be performed under this assignment]:
13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**  
[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12]:  
Name of assignment or project: \_\_\_\_\_  
Year: \_\_\_\_\_  
\_\_\_\_\_  
Location: \_\_\_\_\_  
\_\_\_\_\_  
Line Department:  
\_\_\_\_\_  
Main project features:  
\_\_\_\_\_  
Positions held:  
\_\_\_\_\_  
Activities performed:  
\_\_\_\_\_
14. **Certification:**



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.

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

Full name of authorized representative: \_\_\_\_\_

### FORM TECH-7. STAFFING SCHEDULE

#### Months (in the Form of Bar Chart)

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

Part Time :





#### **SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS**

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

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

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



## FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Deputy Manager  
Sindh Economic Zone Management Company  
Government of Sindh

**Subject: Providing Consultant's Services for New Industrial Enclaves 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 Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>].

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)**

Milestones	Amount (in Rs)																																							
<p><b>Phase 1 Feasibility</b></p> <p>Inception Report</p> <p>Feasibility Study and Project Structure</p> <ul style="list-style-type: none"> <li>Sector study and technical feasibility</li> </ul> <table border="1"> <tr> <td>Hyderabad</td> <td>Sukkur</td> <td>Benazirabaad</td> </tr> <tr> <td align="center" colspan="3">Sector study and case study</td> </tr> <tr> <td align="center" colspan="3">Technical feasibility</td> </tr> <tr> <td align="center" colspan="3">EIA</td> </tr> <tr> <td align="center" colspan="3">Socio Economic</td> </tr> </table> <ul style="list-style-type: none"> <li>Financial and PPP options</li> </ul> <table border="1"> <tr> <td>Hyderabad</td> <td>Sukkur</td> <td>Benazirabaad</td> </tr> <tr> <td align="center" colspan="3">Financial Viability</td> </tr> <tr> <td align="center" colspan="3">PPP Option Analysis</td> </tr> <tr> <td align="center" colspan="3">Economic Analysis</td> </tr> </table> <ul style="list-style-type: none"> <li>Legal analysis</li> </ul> <table border="1"> <tr> <td>Hyderabad</td> <td>Sukkur</td> <td>Benazirabaad</td> </tr> <tr> <td align="center" colspan="3">Legal and Regulatory report</td> </tr> <tr> <td align="center" colspan="3">Case Study</td> </tr> <tr> <td align="center" colspan="3">Proposed Transaction Structure</td> </tr> </table>	Hyderabad	Sukkur	Benazirabaad	Sector study and case study			Technical feasibility			EIA			Socio Economic			Hyderabad	Sukkur	Benazirabaad	Financial Viability			PPP Option Analysis			Economic Analysis			Hyderabad	Sukkur	Benazirabaad	Legal and Regulatory report			Case Study			Proposed Transaction Structure			
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<p><b>Phase 2 Transaction Procurement</b></p> <p>Submission of Bid Documents and Subsequent Issuance of Bidding package to Bidders</p> <ul style="list-style-type: none"> <li>Sukkur</li> <li>Hyderabad</li> <li>Shaheed Benazirabad</li> </ul> <p>Market Sounding Activities</p>																																								



<p>(Roadshows, One on one meetings, Promotional activities, BTL (Below the Line) and ATL (Above the Line) activities)</p> <p>Submission of Bid Evaluation Report</p> <ul style="list-style-type: none"><li>• Sukkur</li><li>• Hyderabad</li><li>• Shaheed Benazirabad</li></ul> <p>Issuance of Letter of Award &amp; Acceptance</p> <ul style="list-style-type: none"><li>• Sukkur</li><li>• Hyderabad</li><li>• Shaheed Benazirabad</li></ul>	
<p><b>Phase 3 Transaction Negotiation &amp; Financial Close</b></p> <p>Transaction negotiation &amp; Signing of Concession Agreement</p> <ul style="list-style-type: none"><li>• Sukkur</li><li>• Hyderabad</li><li>• Shaheed Benazirabad</li></ul> <p>Financial Close / Completion of Compliance Period/ Contract Effectiveness</p> <ul style="list-style-type: none"><li>• Sukkur</li><li>• Hyderabad</li><li>• Shaheed Benazirabad</li></ul> <p>Submission of SEZ Application under SEZ Act 2012</p> <ul style="list-style-type: none"><li>• Sukkur</li><li>• Hyderabad</li><li>• Shaheed Benazirabad</li></ul> <p style="text-align: right;"><b>Grand Total (financial bid)</b></p>	

\*\* Total Costs net of taxes shall be considered for financial evaluation

Note: No escalation shall be payable during the services



## SECTION 5: TERMS OF REFERENCE

### 5.1 Project Background

In view of the objectives and the need for industrialization in the province three proposed industrial enclaves have been identified (Exhibit – maps) for future in Sukkur, Hyderabad and Shaheed Benazirabad Districts of Sindh.

#### 5.1.(a) Industrial Enclave at Sukkur:

For the industrial enclave in District Sukkur, approx. 400 acres land at the proposed Sukkur-Hyderabad (M-6) motorway have been identified in Taluka Rohri, District Sukkur. It is situated along the left bank of the Indus River, directly across from the historic city of Rohri.

Sukkur is the third largest city in Sindh after Karachi and Hyderabad, and 14th largest city of Pakistan by population. Sukkur's economy is largely reliant upon the small-medium industries and auto parts. In addition, the economy of the region is also reliant upon agricultural produce from northern Sindh's farms and serves as a trading and processing center for agricultural goods.

Sukkur is a partly urban district, where 51% of the population resides in urban areas and sources of livelihood are diversified for the resident population. While agriculture is the main source of employment for the rural population, in the urban areas of the district, people are engaged in various other economic activities like trade, services, personal business, and government and private jobs.

The Proposed location has the following advantages:

- Connected to Multan by M-5 motorway, with onwards motorway connections to Lahore, Islamabad, and Peshawar.
- Connected to Hyderabad by the proposed M-6 motorway, with onwards connections to Karachi via the M-9 motorway.
- The M-5 and proposed M-6 are being built as part of the wider China-Pakistan Economic Corridor. Sukkur Airport is located 8 km outside of the city.

The establishment of the Industrial Zone in Sukkur shall have positive implications on the socio-economic outlook of the entire region. The project is expected to bolster the regional economy by bringing substantial local/foreign investment and will create the huge number of direct and indirect job opportunities for the locals.

#### 5.1.(b) Industrial Enclave at Hyderabad:

Another land parcels of 950 acres (approx.) has been identified near Hyderabad in the Sindh province. It is the second-largest city in Sindh, and the eight-largest in Pakistan. It is located on the east bank of the Indus River and is roughly 150 kilometers away from Karachi, the provincial capital.

The salient features of the location are:

- Connectivity of two of Pakistan's largest highways, the Indus Highway and the National Highway.
- 75% of Sindh's industry is located in the Karachi-Hyderabad region.

Hyderabad is the second largest city in Sindh and fifth largest city in Pakistan. The Hyderabad Business Chamber has 200 direct members and 1,200 associate members. The Chamber covers the membership within and around Hyderabad covering Kotri and Nooriabad. The Hyderabad Chamber has members that cover 40% of the motor cycle industry of country and the second largest industry of Khadi (Textile). There are fifteen assemblers of motorcycles in Hyderabad. In addition, this city houses various small and medium scale manufacturing clusters. These clusters belong to different sectors of the economy and are playing their role efficiently with the large scale manufacturing industries at Hyderabad



The project will provide the industries with readily available trained human resources due to its locality in the center of a settled area, which also has a long-established industrial tradition. The project is expected to attract investment and create direct and indirect job opportunities.

### 5.1.(c) Industrial Enclave at Shaheed Benazirabad:

Third Industrial Enclave has been identified approx. 100 acres in Shaheed Benazirabad District, previously known as Nawabshah District, located in the center of Sindh. It has a distance of four hours from Karachi, Capital of Sindh has 1,738 square miles. Headquarter of the district is Nawabshah city, which is considered the 27th largest city of Pakistan.

District Shaheed Benazirabad is a growing industrial center, it manufactures small boats, refined sugar, soap, and cotton and silk textiles. The chief crops of the surrounding area are cotton, millet, sugarcane and fruit pulp. It may be noted that with the establishment of a chamber of commerce and industry in Shaheed Benazirabad, the process of industrialization is expected to pick up the pace.

### Proposed Infrastructure & Facilities

Common Facility & Training Center (CFTC)	Mechanical/Electrical Workshop	Warehouse/Logistics Park
Combined Effluent Treatment Plant	Business Center	Restaurants
Commercial Zone	Common Machinery Pool	Auditorium/Expo Center
Fire Station/ Emergency Response Centre	Stone Testing Lab	Mosque

## 5.2 Terms of Reference

Sindh Economic Zones Management Company (SEZMC) invites consulting services proposals from reputable consulting firms/consortiums for conducting Feasibility studies and providing transaction advisory services for the establishment of New Industrial Enclaves in Hyderabad, Shaheed Benazirabad and Sukkur under Public Private Partnership (PPP) Mode (the “Project”).

In case of Consortium, the financial member/partner to lead the consortium for the advisory services. At any stage, the legal counsel, technical member(s) and financial member of the Consortium of the Consultant shall furnish legal, technical and financial opinion respectively as and when required by the Procuring Agency on any matter / document / agreement with regards to the Project. The Consortium/lead shall present/brief during all three phases to SEZMC Board/TFEC / PPP Policy Board & any forum as recommended by the procuring agency for necessary approvals towards project execution. The Lead Consultant (Financial Advisor) is directly responsible for the internal coordination amongst all the consortium members/consultants. The lead consultant shall record & issue minutes of all the meetings held during the course of this assignment. The consortium to setup at least one satellite office for efficient and effective delivery of this assignment during phase one.

The scope of work has been broadly categorized into three phases. However, the Procuring Agency reserves the right to end the Consultancy Services for this assignment at any stage of the phase if it is observed that proceeding further will not achieve the objectives. The deliverables of all phases will be submitted, floated and implemented separately for each Industrial Enclave.



**Description of work:**

Broadly, the scope of scope is categorized into the following phases:

**Phase I:** Feasibility Studies;

**Phase II:** Transaction Procurement;

**Phase III:** Transaction Negotiation and Financial close.

**Phase I: Feasibility Studies**

The primary focus of work to be performed under Feasibility phase shall be to assess the project viability on the basis of technical, environmental, legal, marketing, operational, commercial and financial aspects. In order to achieve this, consultants shall be required to conduct the feasibility study for each industrial enclave covering the following aspects:

**5.2.1 Inception Report**

Provide a detailed layout of work approach/methodologies related to the three industrial enclaves separately. The report will clearly articulate overall requirements of the Each of three Industrial Enclaves with respect to the proposed methodology, detailed program of work/scope/timelines, progressive approach and other essential requirements of all Phases considering the individual Industrial Enclave. It will at least clearly articulate the main objectives, fundamental criteria for development of the industrial enclaves together with the activities that are planned for its development in order to meet those objectives.

**5.2.2 Feasibility Studies**

**a) Sector studies and policy directives study**

As part of the services, the consultant shall undertake sector assessment including but not limited to need and demand analysis and recommend ideal industrial clusters for each enclave. The recommendation should be based on local dynamics and supply chain and import substitution. Additionally, for the recommended clusters, the consultant shall review relevant policies in place by the government for promotion of the clusters and propose further policy mandates to incentive proposed clusters in industrial zone/SEZ development.

**b) Technical Feasibility**

Feasibility studies conducted for the industrial enclaves and submit the same which shall include the following;

- a) Topographic survey;
- b) Geotechnical Study;
- c) Hydrology Study;
- d) Electrical Resistivity Survey (ERS) Study
- e) Utilities requirement assessment and sourcing options with design and engineering estimates including coordination with utility services providers.
- f) GIS Map (including Terrain maps/ Grading Plan) and verification of land coordinates and demarcation of project boundaries thereof;
- g) Master Planning;
- h) Engineer's Estimate of each component infrastructure for development work (internal and external development) based on the detailed survey with grading plan and drawings;



- i) Any other necessary feedback and valuable comments / observations to be included pertaining to the technical studies for each Industrial Enclaves

c) **Environmental Assessment including effects of Climate change**

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”), including traffic impact assessment

**Note:** *Under PPP modality the concessionaire / private party that is subsequently selected by the GoS for implementation of the Project shall be responsible for upgrading / updating the aforementioned study based on final project design for the purposes of acquiring NOC from Sindh Environmental Protection Agency in order to fulfil and satisfy the national / provincial legal and regulatory requirements.*

d) **Socio-Economic Viability**

i. **Social Impact Assessment:**

- a) Perform socio economic cost benefit analysis
- b) Identify and assess the positive effects of the project in terms of satisfying basic needs, alleviating poverty, generating employment, and reaching large population segments;
- c) 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;
- d) Determine whether the project has negative effects on particular categories of stakeholders such as women and ethnic minorities;
- e) Highlight Factors impacting the project during the procurement, development, marketing and operations phases;
- f) Recommend mitigation measures such as special institutional arrangements and modifications in project design;
- g) Estimate the cost of the recommend mitigation measures;
- h) Market and operational analysis

ii. **Stakeholder Consultations:**

- 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;



iii. Land acquisition and resettlement plans:

- 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;

*Note: The Consultant would be responsible to undertake all related surveys needed for preparation of feasibility studies reports.*

e) Financial Viability Assessment

i. Viable Transaction Structure:

- 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. Financial Model:

- 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 including:
  - 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;
  - 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;
- 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;
- f) **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. **Project Risks:**
- a) Identify the project risks;
  - b) Make an assessment of each risk;
  - c) Allocation of each risk to the party that can best able to manage it;
  - d) Develop a risk matrix;
  - e) Comment on project viability under PPP modality;



**g) Economic Analysis:**

- a) Value for Money (VfM) analysis based on qualitative and quantitative factors (public sector comparator model);
- b) Cost benefit analysis (CBA)
- c) Economic IRR;

**h) Legal and Regulatory Assessment**

- a) Define laws, rules, regulations which will be involved in the project implementation.
- b) Define kind of District, Provincial, Federal, legal and regulatory approvals which are required for establishing the project.
- c) Identify any legal hindrances for implementation of the Project and provide solution for the same.
- d) Prepare draft bill, rules and regulations for the project, if required.
- e) Identify sector institutions and government entities related to the sector;

**i) Case Studies (Diagnosis)**

As part of this exercise, the consultant shall study local SEZs/Industrial Zones/ Industrial Estates or similar projects (at least 3) in order to identify distinguishing features (success/failure factors/policy gap/policy guidelines/ recommendations) which may be considered for transaction structuring.

**j) Proposed transaction structure**

*(Note: Separate studies/assessments/analysis (Sr. no a-j) will be conducted for each Industrial Enclave in Section 5.2.2.)*



## **Phase 2: Transaction Procurement**

### **5.2.3 Procurement Package**

- a) Prepare Notice for **Pre-qualifications**, pre-qualification criteria, pre-qualification document, request for proposal (the **RFP**) documents including technical specifications, concession agreements and project information memorandum for bidders for each project (Hyderabad, Shaheed Benazirabad and Sukkur);
- b) Presentation of feasibility study outcomes and proposed project structure to the PPP Policy Board and other forums for necessary approvals.

### **5.2.4 Issuance of Bid Documents**

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

### **5.2.5 Market Sounding**

- a) Market sounding aimed at attracting private sector interest and finalizing the project structure. This will include; developing of marketing tools/information memorandum, at least two visits to projects with innovative and enabling ecosystem covering overall economic and market dynamics, conducting investor conference(s) and or roadshows in leading hotel of the metro cities, conduct pre-bid meeting(s).
- b) Assist the Procuring Agency to invite proposals from the interested bidders and handle queries, if any received in response to the RFP, of the interested bidders.

### **5.2.6 Submission of Bid Evaluation Report**

- a) Evaluation of the bids including technical and financial proposals.
- b) Presentation of bid evaluation outcomes to the TFEC and other forums for necessary approvals.
- c) Preparation of Bid Evaluation Report.

### **5.2.7 Issuance of Letter of award/acceptance**

- a) Presentation of project procurement outcomes and project structure to the PPP Policy Board and other forums for necessary approvals.
- b) Issuance of Letter of award/acceptance to the preferred bidder.



### **Phase 3: Transaction Negotiation and Financial Close:**

#### **5.2.8 Transaction Negotiation and Execution**

- a) Assist in final negotiation with the preferred party;
- b) Presentation/briefing of project structure to the SEZMC Board/TFEC / PPP Policy Board & any forum as recommended by the procuring agency for necessary approvals.
- c) Assist in the execution of the PPP agreement between procuring agency and Special Purpose Vehicle/Company (SPV);
- d) Financial Close / Completion of Compliance Period

#### **5.2.9 Submission of SEZ Application under SEZ Act 2012.**

- a) Facilitate in preparation/submission of Zone Application for SEZ status.
- b) Assist in preparation and execution of tripartite Development Agreement.

#### **5.2.10 Execution of ancillary Agreements and other required documents**

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

*(Note: Deliverable nos. 5.2.3, 5.2.4, 5.2.6, 5.2.7, 5.2.8, 5.2.9 and 5.2.10 will be submitted/conducted separately for each Industrial Enclave).*



## SECTION 6: EVALUATION CRITERIA AND SCORING SYSTEM

### 6A – Evaluation Criteria

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

#### 1. Evaluation of Technical Proposals

1.1 The Technical Proposal will be evaluated on the basis of the Consultants' relevant experience, their understanding of the assignment, proposed methodology, financial capability and work plan, and the experience of Key Professional Staff. Only those Consultants whose Technical Proposals score 70 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 70 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 the remaining 20% weight-age shall be allocated to the financial evaluation.

1.3 The technical proposals shall be assigned marks/ score without weightage 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:  $TSw = RTS \times 0.80$ .

#### 2. Financial Bid opening

2.1 The opening of the public financial bid shall take place at the time, date and location of the bid, which shall be communicated to all technically qualified bidders.

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

#### Combined Score

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

2.5 Bid obtaining maximum combined score shall be declared as the Best Evaluated Bid and the Consultants offering the Best Evaluated Bid shall be declared as the successful Bidder and issued Letter of Acceptance, containing invitation for contract negotiation. Bid 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.



### 6B – Scoring System

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

<b>Criteria</b>		
<b>1. Firm's relevant Experience</b>		
Score will be awarded based on performing consultancy services on projects with successful achievement of following milestones:		
a. Experience of feasibility studies of a project related to industrial zone/enclaves/estates/SEZs (of minimum 100 acres) during last 10 years by any member of the Consortium  02 or more Projects                      10 Marks 01 Project                                      05 Marks		<b>50 Marks</b>
b. Experience of feasibility studies of a project related to infrastructure development (of project cost of PKR 5 billion) during last 10 years by any member of the Consortium  03 or more Projects                      15 Marks 02 Projects                                      10 Marks 01 Project                                      05 Marks		
c. Experience of development of bidding package (including RFQ/RFP and draft agreement, etc.) of an infrastructure development project (PPP/Public) during last 10 years by legal member of the Consortium  05 or more Projects                      15 Marks 04 Projects                                      12 Marks 03 Projects                                      09 Marks 02 Projects                                      06 Marks 01 Project                                      03 Marks		
d. Experience of transaction advisory of infrastructure development PPP projects (for which all consultancy milestones have been achieved)  02 or more Projects                      10 Marks 01 Projects                                      05 Marks		
<b>Note:</b> (i) <i>In case of the Consortium, scores will be allotted only once for the same project / milestone</i> (ii) <i>Bidders shall attach evidence of experience with proof such as completion certification from client for a project/ In hand project (work order)</i> (iii) <i>In case of international credentials are shown, then those members should be a part of project team working on the project</i>		

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<b>2. Key Professional Staff</b>	<b>Financial Team</b>		
	Financial Team Leader	06 marks	10
	Project Finance Specialist	04 marks	
	<b>Technical Team</b>		13
	Architect / Master Planner	02 marks	
Public Health Engineering Expert	02 marks		
Geotech Expert	02 marks		
Infrastructure & Building Expert	02 marks		
Environmentalist	01 marks		
Transportation Engineer	01 marks		
Civil Engineer	01 marks		
Electrical Engineer	01 marks		
Industrial Engineer	01 marks		
	<b>Industrial Policy Expert</b>		09
	Development specialist	03 marks	
	Sector profiling specialist	03 marks	
	Industrialization expert	03 marks	
	<b>Legal Team</b>		08
	Legal Team Leader	05 marks	
	Legal Expert	03 marks	
	<b>TOTAL</b>		<b>40</b>
<b>3. Financial Capability</b>	Average annual turn-over of last three (3) years		05
	PKR 500 million or above	05 marks	
	PKR 450 – 499.9 million	04 marks	
	PKR 350 – 449.9 million	03 marks	
	PKR 250 – 349.9 million	02 marks	
	PKR 100 – 249.9 million	01 marks	
	* Bidders (in case of Consortium, all members) to submit audited financial statements of last three years (if applicable) through registered firm. In case of Consortium, financial capability of only the lead member will be considered.		
<b>4. Understanding of the Assignment and Proposed Methodology</b>	Understanding of TOR		03
	Proposed Methodology including schedule of works/assignment/ concerned responsible officials		02
<b>Total</b>			<b>100</b>

Note: -

- The procuring agency may ask for presentation from the bidder during Technical evaluation period for clarity on Technical Proposal.
- Sub-consultants' experience / credentials shall not be eligible for scoring. Only consortium members will be eligible for scoring
- Plagiarism policy as per HEC permissible limit will checked and verified by the successful bidder. Plagiarism report to be submitted along with the deliverables and payment will be subject to compliance of HEC plagiarism policy in reports (failure to result in strict legal action)

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

#	FINANCIAL TEAM	Weightage
1.	Financial Team Leader (Age limit <= 60 years)	<p><u>Qualification:</u> CA/CFA/ICMA/ACCA/MBA/Masters in finance (25%) Bachelors in Finance/Accounting/Business Admin (15%)</p> <p>Valid registration / membership of concerned degree / Qualification with relevant body.</p> <p><u>Relevant Experience</u> Experience of transaction advisory related projects</p> <p>More than 10 years      75% 8-10 years              60% 5-7 years                40% Less than 5 years      15%</p>
2.	Project Finance Specialist (Age limit <=60 years)	<p><u>Qualification:</u> CA/CFA/ICMA/ACCA/MBA//Masters in finance (25%) Bachelors in Finance/Accounting/Business Admin (15%)</p> <p>Valid registration / membership of concerned degree / qualification with relevant body.</p> <p><u>Relevant Experience</u> Experience of investment banking, project finance, corporate finance, investment research related Projects</p> <p>More than 10 years      75% 8-10 years              60% 5-7 years                40% Less than 5 years      15%</p>
#	TECHNICAL TEAM	Weightage
1.	Architect / Master Planner (Age limit <= 60 years)	<p><u>Qualification:</u> BE Civil Engineering or Architecture or City &amp; Regional Planning or relevant from HEC Recognized University (15%) ME Civil Engineering or Architecture or relevant from HEC Recognized University (25%)</p> <p>(Valid PEC/PCATP Registration is mandatory)</p> <p><u>Relevant Experience</u> Experience in relevant field/projects</p> <p>More than 10 years      75% 8-10 years              60% 5-7 years                40% Less than 5 years      15%</p>



2.	Public Health Engineering Expert (Age limit <= 60 years)	<p><u>Qualification:</u> BE Civil Engineering or relevant from HEC Recognized University (15%) ME Environmental Engineering or Public Health Engineering or relevant from HEC Recognized University (25%)</p> <p>(Valid PEC Registration is mandatory)</p> <p><u>Relevant Experience</u> Experience in relevant field/projects</p> <p>More than 10 years      75% 8-10 years              60% 5-7 years                40% Less than 5 years      15%</p>
3	Geotech Expert (Age limit <= 60 years)	<p><u>Qualification:</u> BE Civil Engineering or relevant from HEC Recognized University (15%) ME Geotech Engineering or relevant from HEC Recognized University (25%)</p> <p>(Valid PEC Registration is mandatory)</p> <p><u>Relevant Experience</u> Experience in relevant field/projects</p> <p>More than 10 years      75% 8-10 years              60% 5-7 years                40% Less than 5 years      15%</p>
4.	Infrastructure & Building Expert (Age limit <= 60 years)	<p><u>Qualification:</u> BE in Civil Engineering or related from HEC Recognized University (15%) ME in Structural Engineering or related from HEC Recognized University (25%)</p> <p>(Valid PEC Registration is mandatory)</p> <p><u>Relevant Experience</u> Experience in relevant field/projects</p> <p>More than 10 years      75% 8-10 years              60% 5-7 years                40% Less than 5 years      15%</p>



5	Civil Engineer (Age limit <=60 years)	<p><u>Qualification:</u> BE/ME in Civil Engineering from HEC Recognized University (15%/25%) (PEC Registration is mandatory)</p> <p><u>Relevant Experience</u> Experience in relevant field/projects</p> <p>More than 10 years      75% 8-10 years              60% 5-7 years                40% Less than 5 years      15%</p>
5.	Environmentalist (Age limit <= 60 years)	<p><u>Qualification:</u> BE with ME Environmental Engineering from HEC Recognized University (25%) (PEC Registration is mandatory)</p> <p><u>Relevant Experience</u> Experience in relevant field/projects</p> <p>More than 10 years      75% 8-10 years              60% 5-7 years                40% Less than 5 years      15%</p>
6.	Transportation Engineer Age limit <= 60 years)	<p><u>Qualification:</u> BE in Civil Engineering or related from HEC Recognized University (15%) ME in Transportation Engineering or related from HEC Recognized University (25%)  (Valid PEC Registration is mandatory)</p> <p><u>Relevant Experience</u> Experience in relevant field/projects</p> <p>More than 10 years      75% 8-10 years              60% 5-7 years                40% Less than 5 years      15%</p>
7.	Electrical Engineer (Age limit <= 60 years)	<p><u>Qualification:</u> BE/ME in Electrical Engineering from HEC Recognized University (15%/25%) (PEC Registration is mandatory)</p> <p><u>Relevant Experience</u> Experience in relevant field / Projects</p> <p>More than 10 years      75% 8-10 years              60% 5-7 years                40% Less than 5 years      15%</p>

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8.	Industrial Engineer (Age limit <= 60 years)	<p><u>Qualification:</u> BE/ME in Industrial Engineering / Industrial Quality Management from HEC Recognized University (15%/25%)</p> <p>(Valid PEC Registration is mandatory)</p> <p><u>Relevant Experience</u> Experience in relevant field / Projects</p> <p>More than 10 years      75% 8-10 years              60% 5-7 years                40% Less than 5 years      15%</p>
<b>INDUSTRIAL POLICY EXPERT</b>		<b>Weightage</b>
1.	Development specialist  Age limit <= 60 years)	<p><u>Qualification:</u> Master in Public Policy/MBA/Development Studies (2 5%) Bachelors in Public policy/ management/ accounting / Industrial Engineering. Other relevant bachelors supporting relevant experience of similar Projects may be considered (15%).</p> <p><u>Relevant Experience</u> Experience of in Development / Public Policy, Industrial Economist Trade &amp; Investment Promotion, Economic Growth and SMEs development for public sector clients. The expert proposed should have experience in working with multi-lateral development agencies on implementing projects in SME sector.</p> <p>More than 15 years of relevant experience    75% 10 years    60% 7 years    40% Less and 5 years 0 %</p>
2.	Sector Profiling expert  Age limit <= 60 years)	<p><u>Qualification:</u> Masters in Development studies/ Public Policy/Economics/MBA/ (25%) Bachelors in Industrial Engineering / Economic (15%) Other relevant bachelors supporting relevant experience of Projects may be considered.</p> <p><u>Relevant Experience</u> Experience of sector assessment, sector profiling and cluster mapping.</p> <p>Projects should have been undertaken for public sector clients focused on promotion of industrial growth and formation of industrial clusters. The expert proposed should have help position as team lead for relevant portion of proposed credentials.</p> <p>More than 10 years      75% 8-10 years                60% 5-7 years                 40% Less than 5 years      15%</p>

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3.	Industrialization expert  Age limit <= 60 years)	<p><u>Qualification:</u> Masters in Industrial Management / Development Policy / /Economics/MBA/ Strategic Management (25%) Bachelors in Industrial Engineering / Economic (15%) Other relevant bachelors supporting relevant experience of Projects may be considered.</p> <p><u>Relevant Experience</u> Experience of sector assessment, sector profiling and cluster mapping.</p> <p>Projects should have been undertaken for public sector clients focused on promotion of industrial growth and formation of industrial clusters. The expert proposed should have help position as team lead for relevant portion of proposed credentials.</p> <p>More than 10 years      75% 8-10 years                60% 5-7 years                 40% Less than 5 years        15%</p>
<b>LEGAL TEAM</b>		<b>Weightage</b>
1.	Legal Team Leader  (Age limit <= 60 years)	<p><u>Qualification:</u> LLM / Bar at Law (25%) LLB (15%)</p> <p>Valid Registration with Bar Council or related.</p> <p><u>Relevant Experience</u> Experience of drafting procurement documents e.g. (EOIs, RFQ, RFP), Concession/PPP agreements / EPC contracts / agreement negotiations</p> <p>More than 10 years      75% 8-10 years                60% 5-7 years                 40% Less than 5 years        15%</p>
2.	Legal Expert  (Age limit <= 45 years)	<p><u>Qualification:</u> LLM / Bar at Law (25%) LLB (15%)</p> <p>Valid Registration with Bar Council or related.</p> <p><u>Relevant Experience</u> Experience of drafting procurement documents e.g. (EOIs, RFQ, RFP), Concession/PPP agreements / EPC contracts / agreement negotiations</p> <p>More than 6 years        75% 4-up to 6 years          60% 3- up to 4 years         40% Less than 3 years        15%</p>

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**SECTION 7: INTEGRITY PACT**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....

Signature: .....

[Seal]

[Seal]

2<sup>nd</sup> Floor, Block A, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Karachi, Pakistan.

Ph: 021-99332220-23

Fax 021-99332202

Web: www.sezmc.gos.pk

## SECTION 8: AFFIDAVIT

**To:**

Focal Person,  
Sindh Economic Zone Management Company,  
Government of Sindh

**Re: Transaction Advisory Services for New Industrial Enclaves Sindh**

[Date]

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

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

Authorized Signature  
Name and Title Signatory  
Name of Firm  
Address

2nd Floor, Block A, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Karachi,  
Pakistan.

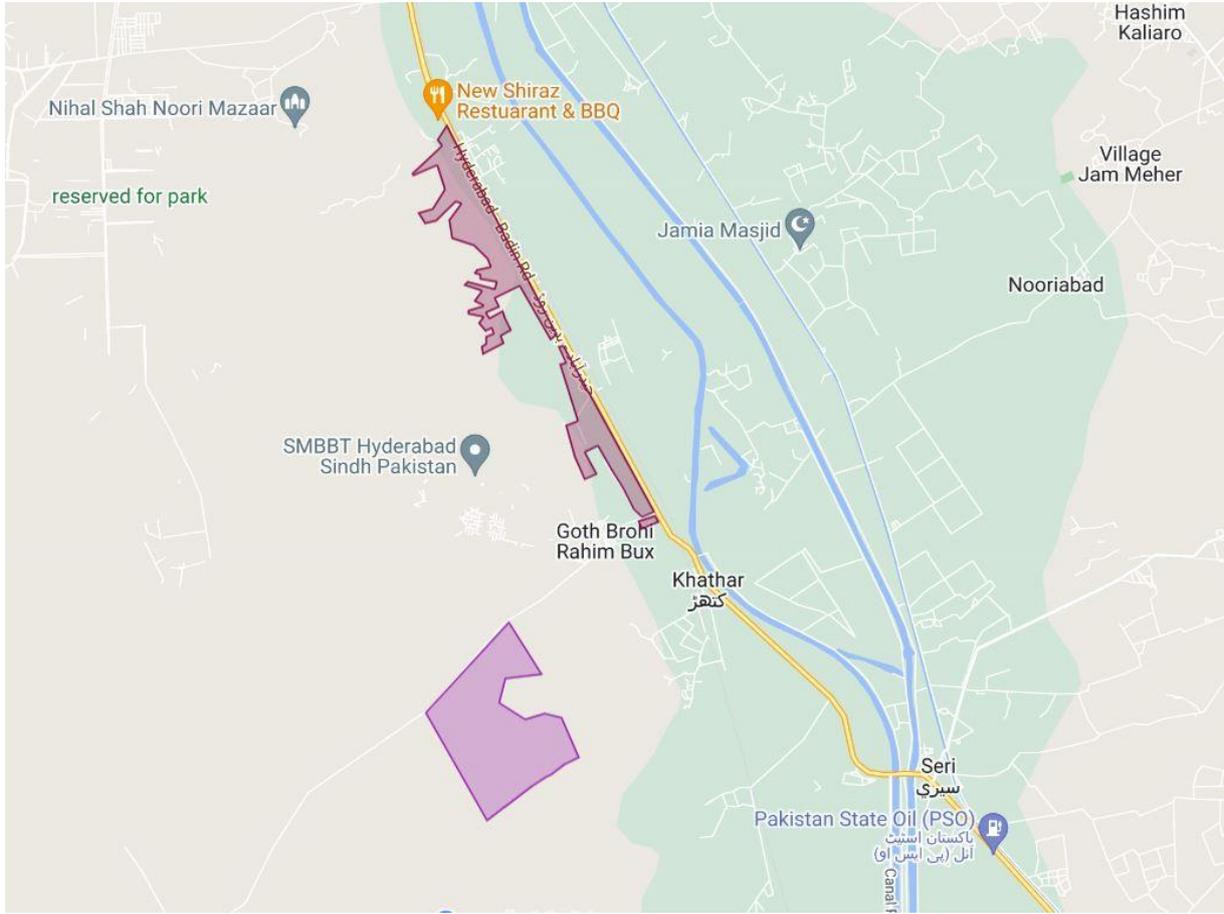
Ph: 021-99332220-23

Fax 021-99332202

Web: [www.sezmc.gos.pk](http://www.sezmc.gos.pk)

## Exhibit – Maps

### Hyderabad Industrial Enclave



### Coordinates

25 13' 28.87" N  
68 25' 18.06" E

25 16' 35.15" N  
68 25' 19.81" E

25 15' 47.57" N  
68 25' 52.49" E

2nd Floor, Block A, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Karachi,  
Pakistan.

Ph: 021-99332220-23

Fax 021-99332202

Web: [www.sezmc.gos.pk](http://www.sezmc.gos.pk)

## Sukkur Industrial Enclave



### Coordinates

27 39' 10.66" N

68 54' 53.44" E

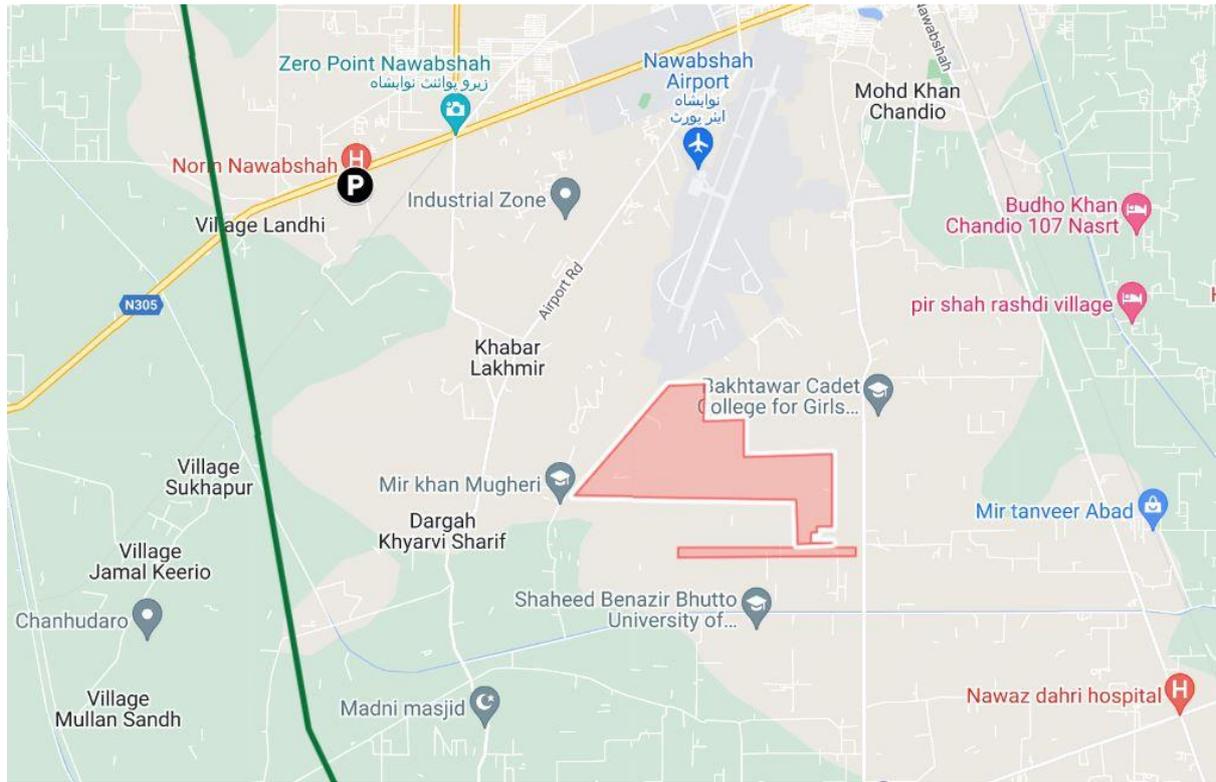
2nd Floor, Block A, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Karachi,  
Pakistan.

Ph: 021-99332220-23

Fax 021-99332202

Web: [www.sezmc.gos.pk](http://www.sezmc.gos.pk)

## Shaheed Benazirabad Industrial Enclave



### Coordinates

26 11' 36.98" N

68 22' 58.86" E

2nd Floor, Block A, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Karachi,  
Pakistan.

Ph: 021-99332220-23

Fax 021-99332202

Web: [www.sezmc.gos.pk](http://www.sezmc.gos.pk)



**SINDH ECONOMIC ZONES MANAGEMENT COMPANY**

**GOVERNMENT OF SINDH**

**Consultancy Services Contract**

**for**

**Feasibility Studies  
&  
Transaction Advisory Services**

**For Development of**

**THREE NEW INDUSTRIAL ENCLAVES IN SINDH  
(HYDERABAD, SHAHEED BENAZIRABD AND SUKKUR)**

## DRAFT CONSULTANCY SERVICES CONTRACT

### DRAFT CONSULTANCY SERVICES CONTRACT

**This Consultancy Services Contract (“Contract”)** is entered into at Karachi on this the -  
-- day of -----, 2022

**By and between:**

1. **THE Sindh Economic Zones Management Company**, having its offices at \_\_\_\_\_  
represented by the \_\_\_\_\_ (hereinafter referred to as “**GoS**”);  
and
2. \_\_\_\_\_, a firm working under the laws of the Islamic Republic of  
Pakistan and having its principal place of business at \_\_\_\_\_  
(hereinafter referred to as “**Lead Advisor**”)(GoS and the Lead Advisor are  
hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”).

**WHEREAS:**

- A. The GoS is desirous of establishing the Marble City project in Sindh (“**Project**”).
- B. In order to proceed further, GoS is desirous of engaging qualified consultants in  
relation to the Project in accordance with the terms of reference listed in **Schedule  
A** of this Contract (“**Assignment**”).
- C. The Advisory Consortium (defined below), led by the Lead Advisor, participated in,  
and was selected for the Assignment in a competitive bidding process by the  
issuance of a Request for Proposals (RFP) on [●], 2022 and scope clarification issued  
by GoS on [●].
- D. The Lead Advisor in collaboration with, have confirmed to GoS that they have the  
requisite experience and resources to undertake the Assignment for such  
consideration and terms given herein below.
- E. GoS has agreed to accept the offer of the Lead Advisor for undertaking the  
Assignment.

**NOW THEREFORE, the parties hereto agree as follows:**

**1. Definition**

In this Contract, unless the contrary intention appears:

**“Advisory Consortium”** means collectively the members of advisory team for the Project comprising of (i) \_\_\_\_\_ (ii) \_\_\_\_\_ (iii) \_\_\_\_\_ ... for the Advisory Consortium, as listed in more detail in **Schedule B**, attached hereto;

**“Contract”** means this contract executed between GoS, through Sindh Economic Zones Management Company and the Lead Advisor;

**“Terms of Reference”** means work required to be carried out by the Advisory Consortium in relation to the Project, as listed and detailed in **Schedule A** attached hereto;

**“Consortium Members”** means and includes members of the Advisory Consortium, appointed under specific terms and to whom, a portion or a part, of the Terms of Reference is allocated or assigned by the Lead Advisor for the purposes of this Contract;

**“Technical Proposal”** means the technical proposal in connection with the Assignment submitted by the Advisory Consortium on \_\_\_\_\_, 2020.

**2. Terms of Reference**

2.1 GoS hereby appoints the Lead Advisor for the purpose of carrying out of the Assignment and the provision of the services stated in the Terms of Reference and the Lead Advisor agrees to such appointment for such consideration as set out in Clause 3 below. GoS agrees that specified portions of the Terms of Reference may be delegated by the Lead Advisor to members of the Advisory Consortium. It is further agreed between the Parties that unless the Terms of Reference is amended in writing with the mutual agreement of the Parties, the work to be undertaken by the Advisory Consortium will be restricted to Work as set out in Contract.

2.2 The approach and methodology outlined in the Technical Proposal submitted by the Advisory Consortium shall be applied for the purposes of any interpretation of the Terms of Reference. If any issue arises regarding interpretation of approach and methodology outlined in the Technical proposal then the Parties will discuss and resolve so as to fulfill the requirement of Assignment.

**3. Fee and Commencement Date**

**3.1 Fee**

3.1.1 In consideration of the Advisory Consortium providing the services to GoS in terms

of this Contract, GoS shall pay an “**Advisory Fee**” of PKR \_\_\_\_\_ (Pak Rupees \_\_\_\_\_ Only) to the Advisory Consortium. The Advisory Fee due and payable to the Advisory Consortium shall be made within a period of thirty (30) days from the date of completion of the milestones and approval of the same by the GoS, specified in **Schedule C** attached hereto.

- 3.1.2 Any amendment to the Terms of Reference shall only become effective once the Parties have agreed to amendments/changes (if any) to the Advisory Fee subject to relevant SPP Rules 2010 (amended from time to time), which may occur as a result of such amendment in the Terms of Reference. For avoidance of doubt it is clarified that the agreement between the Parties in relation to the adjustment in the Advisory Fee as a result of any amendment in the Terms of Reference is a condition precedent to the effectiveness of such amended Terms of Reference.
- 3.1.3 The Advisory Fee due and payable by GoS to the Advisory Consortium shall be a fixed advisory fee, subject to any amendments and/or adjustments in the same as a result of a change in the Terms of Reference in accordance with Section 3.1.
- 3.1.4 No further or extra payment will be made other than the contract amount in schedule C

## 3.2 **Commencement Date**

- 3.2.1 For the purposes of this Contract and the services to be provided hereunder, the commencement date for the Assignment shall be *the date of signing of this Consultancy Services Contract*.

## 4. **Warranties**

- 4.1 GoS hereby represents and warrants to the Lead Advisor that it has all the necessary authorization, mandate and capacity to award the Terms of Reference to the Advisory Consortium pursuant to this Contract.
- 4.2 The Lead Advisor warrants that:
  - (a) It has, in collaboration with its Consortium Partners, all necessary knowledge base, human and material resources to undertake the Assignment according to the best international practices;
  - (b) It has all necessary warranties from Consortium Partners confirming that they have the necessary professional, intellectual and material resources to undertake their respective parts of the Terms of Reference in connection with the Assignment; and
  - (c) It has all necessary consent from Consortium Partners to accept the Assignment, abide by the terms of the Contract and that they shall perform their respective parts of work professionally and according to the

international best practices.

**5. Communication**

- 5.1 All the significant communication between the Parties shall be in writing delivered through some established credible medium which will include email but deliverables shall be in hard and also in soft copy form.
- 5.2 All of the substantive nature communication between the Parties shall be sent to the following persons without fail in addition to any other person(s) or official(s) the Parties to the agreement may notify each other or the person(s) or official(s) to whom it is necessary and obligatory to send that communication. The respective key contact persons for communication shall be:

<p><b><i>For GoS Communication/Deliverable/report address to:</i></b></p> <p>Name: Designation: _____ Address: .....</p> <p>Telephone: +92(21)                   +92(21) Email:</p>	<p><b><i>For Lead Advisor</i></b></p> <p>Name: Designation: Address:</p> <p>Telephone: +92(21)                   +92(21) Email:</p>
---	---

**6. Reporting/Deliverables**

- 6.1 The Lead Advisor shall provide GoS with the following deliverables during the course of the Assignment:-  
  
*As given under the RFP Document*
- 6.2 The outcome of the Project is to complete the Assignment as per the Terms of Reference.
- 6.3 Whilst each submission of the work products shall address different aspects of the Assignment that the Advisory Consortium shall perform.
- 6.4 In order to confirm that the Advisory Consortium’s reports address all the matters within the agreed Terms of Reference, the Lead Advisor will submit a draft of its reports/plans/models to the GoS for its comments prior to issuing it in final form. If the GoS does not revert with any comments within a period of two (2) weeks from the date of submission by the Lead Advisor of its draft reports/plans/models (as the

case may be), the same will be deemed to be accepted by the GoS for the purposes of achievement of the milestones as set down in **Schedule C**, and the Lead Advisor will be entitled to (i) issue the final versions of the relevant deliverables; and (ii) payment for completion of such milestone in accordance with **Schedule C**.

## **7. Access**

7.1 For undertaking the Assignment the Advisory Consortium will have the access to and the GoS will make all efforts to provide to it all the relevant and necessary information and documents wherever applicable and possible, which would facilitate the Advisory Consortium in connection with the Assignment.

## **8. Assignment and Charges**

The Lead Advisor shall not assign this Contract or any part hereof except with prior consent in writing of the GoS, which consent the GoS shall be entitled to decline without assigning any reason whatsoever. Notwithstanding the generality of this clause, nothing herein shall restrict the ability of the Lead Advisor to delegate part of the Terms of Reference to members of the Advisory Consortium, possessing relevant expertise.

## **9. Law Governing Contract and Language**

The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.

## **10. Term, Termination and Survival**

### **10.1 Term**

i. The appointment of the Lead Advisor in terms of this Contract shall automatically terminate upon completion of the services as per the Terms of Reference. During the stated period the Advisory Consortium shall endeavor to facilitate the GoS in the timely completion of all services relating to the Project.

### **10.2 Termination**

#### **10.2.1 By the GoS**

The GoS may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this clause. In such an occurrence the GoS shall give not less than thirty (30) days' written notice of termination to the Lead Advisor, and ninety (90) days' in the case of the event referred to in (e).

- a) If the Lead Advisor does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the GoS may have subsequently approved in writing.
- b) If the Lead Advisor becomes insolvent or bankrupt.

- c) If the Lead Advisor, in the judgment of the GoS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Advisory Consortium are unable to perform a material portion of the services for a period of not less than ninety (90) days.
- e) If the GoS, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Advisory Consortium fails to comply with any final decision reached as a result of arbitration proceedings.

In case of the event referred to in (a), the Lead Advisor shall be liable to the GoS for the performance of the Assignment. Failure in the performance of obligations may lead to termination of Contract along with performance security forfeiture and / or black-listing of Lead Advisor.

#### **10.2.2 By the Lead Advisor:**

The Lead Advisor may terminate this Contract, by not less than thirty (30) days' written notice to the GoS, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this clause:

- a) If the GoS fails to pay any money due to the Advisory Consortium pursuant to this Contract without Advisory Consortium fault.
- b) Pursuant to clause 27 (Good Faith) hereof within forty-five (45) days after receiving written notice from the Lead Advisor that such payment is overdue.
- c) If, as the result of Force Majeure, the Advisory Consortium is unable to perform a material portion of the Assignment for a period of not less than ninety (90) days.
- d) If the GoS fails to comply with any final decision reached as a result of arbitration proceedings.

#### **10.2.3 Payment upon Termination**

Upon termination of this Contract, the GoS shall make the following payment to the Lead Advisor:

- i. Payment for milestones satisfactorily performed as per Contract prior to the effective date of termination;

#### **10.3 Survival**

Termination of this Contract (a) shall not relieve the Lead Advisor or the GoS of any obligations hereunder which expressly or by implication survives Termination hereof (b) shall not relieve GoS for making payment of the Advisory Fee and other amounts due and payable in terms of this Contract; and (c) except as otherwise provided in any provision of this Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations that have already arisen or

liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

**11. Amendments**

This Contract and the Schedules together constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

**12. Notices**

Unless otherwise stated, notices to be given under this Contract including but not limited to a notice of waiver of any term, breach of any term of this Contract and termination of this Contract, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

<i>For GoS</i>	<i>For Advisory Consortium</i>
<p>_____</p> <p><b><u>Karachi.</u></b></p> <p>Telephone: +92(0) 21-992 Fax: +92(0) 21-992</p>	<p>-----</p> <p>Telephone: +92 +92 Fax: +92 Email:</p>

Or such mail address, telephone number, telex number, or email address as may be duly notified by the respective Parties from time to time.

**13. Severability**

If for any reason whatever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

#### **14. Fraud and Corruption**

A. If the GoS determines that the Lead Advisor and/or its Personnel, sub-contractors, Consortium Members, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the GoS may, after giving 14 days notice to the Lead Advisor, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010. Any personnel of the Advisory Consortium, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with clause 26.

#### **Integrity Pact**

B. If the Advisory Consortium or any of his Consortium Members, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Lead Advisor as **Appendix – A** to this Contract, then the GoS shall be entitled to:

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

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Lead Advisor shall proceed in accordance with Sub-Clause 15 A. Payment upon such termination shall be made under Sub-Clause 15 A after having deducted the amounts due to the Client under 15 B Sub-Para (a) and (c).

#### **15. Performance Standard**

The Lead Advisor undertakes to perform the Assignment with the highest standards of professional and ethical competence and integrity. The Lead Advisor shall promptly replace any employees assigned under this Contract that the GoS considers unsatisfactory.

#### **16. Confidentiality**

The Lead Advisor shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Assignment, this Contract or the GoS's business or operations without the prior written consent of the GoS.

**17. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Advisory Consortium for the GoS under the Contract shall belong to and remain the property of the GoS. The Lead Advisor may retain a copy of such documents and software.

**18. Advisory Consortium Not to be Engaged in Certain Activities**

The Lead Advisor agrees that, during the term of this Contract and after its termination, the Lead Advisor and any entity affiliated with the Advisory Consortium, shall be disqualified from providing goods, works or services (other than the Assignment or any continuation thereof) for any project resulting from or closely related to the services specified in the agreement.

**19. Advisory Consortium not to Benefit from Commissions, Discounts, etc.**

The payment of the Lead Advisor pursuant to this Contract shall constitute the Lead Advisor's only payment in connection with this Contract or the Services, and the Advisory Consortium shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Advisory Consortium shall use their best efforts to ensure that the Personnel, any Consortium Members, and agents of either of them similarly shall not receive any such additional payment.

**20. Prohibition of Conflicting Activities**

The Lead Advisor shall not engage, and shall cause their Personnel as well as their Consortium Members and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

**21. Change in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the services under this Contract shall be increased or decreased accordingly by agreement between the Parties.

**22. Force Majeure**

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

**23. No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an

event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**24. Extension of Time**

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

**25. Lead Advisor's Actions Requiring GoS's Prior Approval**

The Lead Advisor shall obtain the GoS's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Assignment;
- b) appointing such members of the Personnel not listed by name in **Schedule-B** (Project Team);

**26. Removal and / or Replacement of Personnel**

- a) Except as the GoS may otherwise agree, no changes shall be made in the Key Professional Staff. If, for any reason beyond the reasonable control of the Advisory Consortium, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional Staff, the Lead Advisor shall provide as a replacement a person of equivalent or better qualifications.
- b) If the GoS finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Lead Advisor shall, at the GoS's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the GoS.
- c) The Lead Advisor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**27. Good Faith**

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

**28. Settlement of disputes**

In the event of any dispute or claim arising out of or relating to this Contract or a breach hereof, the Parties shall consult and negotiate with each other and,

recognizing their mutual interests, attempt to reach a solution satisfactory to the parties. If the Parties fail to settle the dispute or claim at the expiration of thirty (30) days from the date of such dispute or claim, the matter will be referred to a sole arbitrator to be appointed with the mutual consent of the Parties within fifteen (15) days from the date of receipt of a notice of arbitration served by any Party hereto. In case the Parties fail to agree on sole arbitrator within the said period, the matter shall be referred to two arbitrators, one to be appointed by each of the Parties to dispute and to an Umpire to be appointed by the arbitrators before entering upon the reference. The sole arbitrator or the arbitrators and Umpire shall proceed to arbitrate in accordance with and subject to the provisions of the Arbitration Act, 1940 or any statutory modification or reenactment thereof for the time being in force.

**The Parties agree that:**

- (a) All arbitration proceedings will take place in the jurisdiction of Sindh Province.
- (b) Except as may be required by law, neither a party nor its representatives may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all Parties. contract

**29. Arbitration**

The language of the arbitration shall be English.

- (a) It is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 120 days from the date the arbitrator is appointed. The arbitral tribunal may extend this limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
- (b) The decision of such arbitration to award or awards made by such arbitrators
  - i. and Umpire shall be final and binding upon the Parties hereto without appeal to any court or other party (s),
- (c) Pending the decision or award, the Parties shall continue to perform their obligations pursuant to the Contract;
- (d) This clause shall continue in force notwithstanding the termination of this Contract; and
- (e) Resort to arbitration shall be a condition precedent to any legal proceedings through a court of Law.

---

Should arbitration occur between the parties relating to the provisions of this

Contract, each Party shall bear its arbitration expenses, witness and representation fees.

### **30. Schedules to the Contract**

The following schedules shall form the integral part of this Contract:

- Schedule A - Terms of Reference
- Schedule B -Project Team
- Schedule C -Deliverables and Payments
- Schedule D -Time Plan

**IN WITNESS WHEREOF** the Parties have executed and delivered this Contract as of the date first above written.

**[Signature Page Follows]**

<p><b>For and on behalf of:</b></p> <p>_____</p> <p><b>GOVERNMENT OF SINDH</b></p>		
<p>(Signature)</p> <p>(_____)</p> <p>_____</p> <p>Sindh Economic Zones Management Company</p>		<p><b>In presence of the following witnesses:</b></p> <p>Signature: .....</p> <p>Name:.....</p> <p>CNIC No: .....</p>
		<p>Signature: .....</p> <p>Name: .....</p> <p>CNIC No: .....</p>
<p><b>For and on behalf of:</b></p> <p><b>Consortium</b></p>		
<p>(Signature)</p>		<p><b>In presence of the following witnesses:</b></p> <p>Signature: .....</p> <p>Name:.....</p> <p>CNIC No: .....</p>
		<p>Signature: .....</p> <p>Name: .....</p> <p>CNIC No: .....</p>



## **SCHEDULE A- TERMS OF REFERENCE**

### **Terms of Reference**

Please refer terms of reference given in the RFP

## SCHEDULE B - PROJECT TEAM

NAME	DESIGNATION	ORGANIZATION
------	-------------	--------------

The engagement will be carried out under the overall supervision of the Lead Advisor.

The principal GoS contact for this engagement will be the Lead Advisor, who has been given overall responsibility for the performance of the obligations under this Contract and coordinating with the Lead Advisor in the performance of their Assignment.

## SCHEDULE C - DELIVERABLES AND PAYMENTS

Phase-1: Feasibility		Timeline (from signing of Consultancy Contract)	Payment																				
1	Inception Reports (shall cover 5.2.1 of TORs)	2 weeks	2%																				
2	Feasibility Studies / Reports (shall cover 5.2.2 of TORs)	8 months	20%																				
<ul style="list-style-type: none"> <li>Sector study and technical feasibility</li> </ul>																							
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Hyderabad</th> <th>Sukkur</th> <th>Benazirabaad</th> </tr> </thead> <tbody> <tr> <td>Sector study and case study</td> <td>1 %</td> <td>1%</td> <td>1%</td> </tr> <tr> <td>Technical feasibility</td> <td>4%</td> <td>4%</td> <td>1%</td> </tr> <tr> <td>EIA</td> <td>2%</td> <td>2%</td> <td>1%</td> </tr> <tr> <td>Socio Economic</td> <td>1%</td> <td>1%</td> <td>1%</td> </tr> </tbody> </table>				Hyderabad	Sukkur	Benazirabaad	Sector study and case study	1 %	1%	1%	Technical feasibility	4%	4%	1%	EIA	2%	2%	1%	Socio Economic	1%	1%	1%
	Hyderabad			Sukkur	Benazirabaad																		
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Phase-2: Transaction Procurement		Timeline (from signing of Consultancy Contract)	Payment
3	Procurement Package and Issuance of Bid Documents (shall cover 5.2.3 and 5.2.4 of TORs)	14 Months	15%
4	Market sounding activities (shall cover 5.2.5)	16 Months	6%
5	Submission of Bid Evaluation Report (shall cover 5.2.6)	18 Months	6%
6	Issuance of Letter of Award/Acceptance (shall cover 5.2.7 of TORs)	20 Months	6%

Phase-3: Transaction Negotiation and Financial		Timeline	Payment
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	<b>Closure</b>	<i>(from signing of Consultancy Contract)</i>	
7	Transaction negotiation and Signing of Concession Agreement <i>(shall cover 5.2.8 of TORs)</i>	22 months	21%
8	Submission of SEZ application under SEZ Act 2012 <i>(shall cover 5.2.9 of TORs)</i>	24 months	6%

Notes:

- a. Payment is due on achievement of each milestone as per Contract, (shown in bold above), however, milestones do not directly relate to the actual cost of the activity stated.
- b. In case any delay occurs in proceeding with the consultancy services for more than two months, beyond the control of consultants, then payments for the completed components of the milestones are to be made by the GoS.
- c. The Total Fee of the consultancy agreement will not increase in any case, such as any change in land layout or accessing time limit of agreement.

## SCHEDULE D- TIME PLAN

To be provided by the winning bidder.