



**SINDH ECONOMIC ZONES MANAGEMENT COMPANY**

**GOVERNMENT OF SINDH**

**REQUEST FOR PROPOSAL**

**Hiring of Consultants for Transaction Advisory Services**

**for**

**MARBLE CITY PROJECT**

**March 2020**



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## SECTION 1: INVITATION LETTER

Dear Sir/Madam,

**Sub: Transaction Advisory Services, Marble City Karachi**

Sindh Economic Zones Management Company, Government of Sindh (the “**Procuring Agency**”), invites “Technical and Financial Proposals” for review of Feasibility Study and Transaction Advisory Services to develop the Marble City Karachi under Public Private Partnership mode (the **Assignment**), from prospective firms/consortiums.

Keeping in view the role of economic zones and industrial estates in developing specific sectors, both in the developed and developing industrial countries, Marble City Karachi has been proposed to be developed on as a Special Economic Zone to uplift the value-added marble and granite sector in Sindh.

The Government of Sindh has earmarked 300 acres for the establishment of Marble City, near Northern bypass, outskirts of Karachi. It will be an ideal destination for marble and granite businesses relocating from local and neighboring countries with availability of affordable labor, skilled work force and provision of state-of-the-art infrastructure. The zone will offer opportunities for both local and foreign investors.

Located near the Hamdard University of Medicine and Dentistry and Madinat-ul-Hikmah along Hub River, the land area is 300 acres in Deh Meetha Gher connected with Hub Dam road.

The Proposed location has the following advantages:

- Located near Karachi, the fastest growing metropolitan city of Pakistan.
- Close to the Karachi Northern Bypass connecting major cities of the country.
- International Airport is 45 minutes’ drive from the proposed location.
- Connected through Karachi’s largest road network.
- Connected to all major cities through Northern bypass, Super Highway and Hub river road.

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.

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.

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

Yours sincerely,

The 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 that are prepared and submitted in accordance with RFP are comply with the same requirements.
<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 financial guarantee, pay order or bank draft issued by a scheduled commercial bank operating in Pakistan acceptable to the Government Authority (with a minimum rating of 'A-' by JCR VIS or an equivalent rating by PACRA or any other creditable credit rating agency) in the amounts and conditions specified in Section 2.17.
<b>Bid Validity Period</b>	Period of 90 days starting from Submission Deadline
<b>Consortium</b>	A Bidder comprised of a group of two or more enterprises formed to submit a Proposal. The Consortium shall not be an association of more than five (5) firms.
<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 pursuant to SPP Rules to undertake procurement process to hire 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, Financial, 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 financial guarantee, pay order, issued by a scheduled commercial bank operating in Pakistan and acceptable to the Government Authority (with a minimum score of 'A-' by JCR VIS or an identical rating by PACRA or any other reputable credit rating agency).
<b>Preferred Bidder</b>	The successful Bidder that will be recommended by the Consultant Selection Committee.
<b>Procuring Agency</b>	Sindh Economic Zones Management Company, signing the Assignment Consultancy Agreement with the Preferred Bidder.
<b>Project</b>	Marble City Karachi.
<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 Zones 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 deliverable of the assignment.

## 2.2 INTRODUCTION

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



## 2.3 Timetable

ACTIVITY	DATE
Issuance of RFP	2 <sup>nd</sup> March 2020
Clarifications / Comments Request Deadline	10 <sup>th</sup> March 2020
Pre-Bid Conference	11 <sup>th</sup> March 2020
Response to Questions Document Issuance	13 <sup>th</sup> March 2020
Bids Submission Deadline and Technical Bids Opening	20 <sup>th</sup> March 2020

## 2.4 Conflict of Interest

- 2.4.1 Bidders are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its contract, as the case may be.
- 2.4.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- A Bidder that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
  - A Bidder (including its personal and 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.
  - A Bidder (including its personal and 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 Professional Staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.



- ii. Proposed Professional Staff must, at a minimum, have the experience indicated in the Evaluation Criteria as given in Section 6, preferably working under similar geographical condition.
- iii. Alternative Professional Staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

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

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

The Technical Proposal shall not include any financial information.

## **2.14 Financial Proposal**

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

## **2.15 Taxes**

2.15.1 The Consultant will be subject to all 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 three 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 three copies) and shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 2.16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any Proposal received by the Procuring Agency after the Submission Deadline shall be returned unopened. In order to avoid any delay arising from the postal or Procuring Agency’s internal dispatch workings, Consultants should ensure that Proposals to be sent through couriers should reach a day before the Submission Deadline.

## 2.17 Bid Security

- 2.17.1 A Bid submitted by each Bidder must be accompanied by a Bid Security in an amount at least or equal to one (1%) percent of the Bid Price, in Pakistani Rupees, which shall remain valid for a period of at least twenty eight (28) days beyond the original Bid Validity Period making it a total of one hundred and eighteen (118) days from the Proposal Deadline.
- 2.17.2 The Bid Security submitted by the unsuccessful Bidders shall be released to the unsuccessful Bidders upon signing of the Consultancy Agreement with the Preferred Bidder.
- 2.17.3 Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than the requirement mentioned in 2.17.1 or other than in the required form by this RFP shall be, in each case, rejected by the Government as non-responsive. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained.
- 2.17.4 The Bid Security (or the Performance Security as the case may be) may be en-cashed by the 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;
- 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

- 2.18.1 Registration with Sindh Revenue Board or relevant tax authority (In case of Consortium, every consortium member firm should provide a copy of registration with Sindh Revenue Board or relevant tax authority)
- 2.18.2 The Consultant (in case of Consortium, Technical partner) must be registered with Pakistan Engineering Council (PEC).
- 2.18.3 The Bidder (in case of a Consortium, all of the Members) must submit constituent documents in accordance with Applicable Laws.
- 2.18.4 In case of Consortium, the Consortium Agreement shall be submitted pursuant to clause 2.25.
- 2.18.5 The Bidder is not black listed by any department of Government of Sindh or Government of Pakistan. An affidavit duly stamped by notary public from bidder shall be signed and submitted with Technical Proposal (In case of consortium, every consortium member firm should provide affidavit duly stamped by notary public) (**section 8**).
- 2.18.6 For a Consultant / Consortium to be eligible, a minimum of 10 years on collective basis the relevant experience is mandatory.

## 2.19 Proposal Evaluation

- 2.19.1 The Consultant Selection Committee shall first check the basic eligibility criteria pursuant to section 2.18 in Technical Proposal of all bids received. Any technical Proposal which do not meet basic eligibility criteria shall not be evaluated further for technical score. Such bid will stand non-compliant.
- 2.19.2 From the time the Proposals are opened to the time the contract is awarded, the Bidders should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by any Bidder to influence the Procuring Agency in the examination, evaluation, ranking of



Proposals, and recommendation for award of contract may result in the rejection of the Bidder's Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

- 2.19.3 Quality and Cost Based Selection Method (QCBS) will be adopted in evaluating the Proposal. In the first stage a technical evaluation will be carried out. Only those Technical Proposals, which score at least 70 points out of 100, shall be considered for opening of Financial Proposal.

## **2.20 Evaluation of Technical Proposals**

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

## **2.21 Evaluation of Financial Proposals**

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

## **2.22 Negotiations**

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



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

2.23.1 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.

## **2.24 Award of Acceptance**

2.24.1 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.

2.24.2 After publishing of award of contract, the Preferred Bidder is required to submit Performance Security as indicated in Data Sheet.

## **2.25 Confidentiality**

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

## **2.26 Consortium Agreement**

2.26.1 In case of Consortium of firms, the Proposal shall be accompanied by a certified true copy of the Consortium Agreement. The Consortium Agreement as applicable shall confirm the following therein:

- i. Date and place of signing;
- ii. Purpose of consortium (must include the details of contract works for which the consortium has been invited to bid);
- iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the Assignment;
- iv. Delineation of duties, responsibilities and scope of work to be undertaken by each along with resources committed by each partner/member of the Consortium for the proposed services;
- v. An undertaking that the firms are jointly and severally liable to the Authority for the performance of the services;
- vi. Duties, responsibilities and powers of the lead firm;
- vii. The authorized representative of the consortium members.



- 2.26.2 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 and other partners should be indicated.
- 2.26.3 Any alternative Proposal, such as one by a firm in sole capacity and another in Consortium with another firm or as a part of 2 or more consortiums, for the assignment will be summarily rejected. In such an event, all the Proposals submitted by such firm and its Consortium or associate shall be rejected.
- 2.26.4 The Proposal of a firm is liable to be rejected if the firm makes any false or misleading statement in the Proposal(s) without prejudice to the rights of the Authority to initiate further proceedings against the said firm(s).
- 2.26.5 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft contract agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Consultancy Agreement.





## 2.27 Schedule of Deliverables

	<b>Phase-1: Update and validate feasibility Study</b>	<b>Timeline</b> <i>(from signing of Consultancy Contract)</i>	<b>Payment</b>
1	Inception Report <i>(shall cover 5.3.1 of TORs)</i>	1 week	5%
2	Update and validate original Feasibility Study <i>(shall cover 5.3.2 of TORs)</i>	4 months	25%

	<b>Phase-2: Bid Management</b>	<b>Timeline</b> <i>(from signing of Consultancy Contract)</i>	<b>Payment</b>
3	Preparation and Submission of Procurement Package <i>(shall cover 5.3.3 and 5.3.4 of TORs)</i>	7 Months	25%
4	Market sounding <i>(shall cover 5.3.5)</i>	8 Months	5%
5	Submission of Bid Evaluation Report <i>(shall cover 5.3.6)</i>	9 Months	10%
6	Issuance of Letter of Award/Acceptance <i>(shall cover 5.3.7 of TORs)</i>	11 Months	5%

	<b>Phase-3: Transaction Negotiation and Financial Closure</b>	<b>Timeline</b> <i>(from signing of Consultancy Contract)</i>	<b>Payment</b>
7	Transaction negotiation and Signing of Concession/PPP Agreement <i>(shall cover 5.3.8 of TORs)</i>	12 months	5%
8	Preparation of application for the award of SEZ Status. <i>(shall cover 5.3.9 of TORs)</i>	15 months	10%
9	Execution of ancillary Agreements and other required documents <i>(shall cover 5.3.10 of TORs)</i>	18 months	10%

*\*The timeline of this assignment shall be set by the Authority in between or after the completion of Stage I*

*\*The detailed feasibility study shall be shared with preferred bidder (Consultant/Consortium) after signing of Consultancy Agreement.*



### DATA SHEET

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

<b>Marble City Karachi</b>		
<b>1</b>	<b>Address and Contact Person of Procuring Agency</b>	<b>Mr. Hammad Shams</b> <b>Deputy Manager</b> <b>Sindh Economic Zones Management Company</b> <b>1<sup>st</sup> Floor, Block-B, FTC Building, Shahrah e Faisal, Karachi.</b> <b>Tel: +922199225126</b> <b>Email: rfp.marblecity@sezmc.gos.pk</b>
<b>2</b>	<b>Address for Submission of Bids</b>	<b>Deputy Manager</b> <b>Sindh Economic Zones Management Company</b> <b>1<sup>st</sup> floor, Block-B, FTC Building, Shahrah e Faisal, Karachi.</b> <b>Tel: +922199225126</b>
<b>3</b>	<b>Pre-bid Meeting</b>	<b>Time: 10:00 A.M.</b> <b>Date: 11<sup>th</sup> March 2020</b> <b>Address:</b> Committee Room, Investment Department 1 <sup>st</sup> Floor, Block-B, FTC Building, Shahrah e Faisal, Karachi.
<b>4</b>	<b>Submission Deadline date and time</b>	10:00 A.M. Pakistan time on 20 <sup>th</sup> March 2020
<b>5</b>	<b>Bid Opening</b>	11:00 A.M. Pakistan time on 20 <sup>th</sup> March 2020
<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 Method (QCBS)
<b>12</b>	<b>Bid Security</b>	The Consultant shall deposit a bid security (1%) in original Financial Proposal. Requirements of valid Bid Security are mentioned in 2.17



<b>13</b>	<b>Performance Security</b>	3% of Bid Price in the form of Pay Order / Financial Guarantee, shall remain valid for period of 90 days beyond the completion of assignment or two years, whichever comes earlier
<b>14</b>	<b>Contract Stamping</b>	Duly stamped @ 0.35% of Bid Price by successful bidder at its own cost OR as per applicable rates.
<b>15</b>	<b>Tax Liability</b>	The procuring agency shall deduct Income Tax and all applicable taxes. Bidders shall 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. Format of 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 Zones 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**

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*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**

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***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

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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.

\_\_\_\_\_  
Date: \_\_\_\_\_

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

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



## FORM TECH-7. STAFFING SCHEDULE

Months (in the Form of Bar Chart)

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

Part Time:





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

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

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

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



## FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Deputy Manager,  
Sindh Economic Zones Management Company,  
Government of Sindh.

**Subject: Providing Consultant's Services for Marble City Karachi**

Dear Sirs:

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

<b>Description</b>	<b>Amount (in Rs)</b>
<b>Phase 1</b>	
Inception Report	5%
Review and validate detailed Feasibility Study and Project Structure	25%
<b>Phase 2</b>	
Preparation and Submission of Procurement Package	25%
Market Sounding	5%
Submission of Bid Evaluation Report	10%
Issuance of Letter of Award & Acceptance	5%
<b>Phase 3</b>	
Transaction negotiation & Signing of Concession/PPP Agreement	5%
Preparation of application for the award of SEZ Status	10%
Financial Close/Concession Effectiveness	10%

\*\* 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

Keeping in view the role of economic zones and industrial estates in developing specific sectors, both in the developed and newly industrial countries, Marble City Karachi has been proposed to be developed as a Special Economic Zone to uplift the value-added marble and granite sector in Sindh.

The Government of Sindh has earmarked 300 acres for the establishment of Marble City, near Northern bypass, outskirts of Karachi. It will be an ideal destination for marble and granite businesses relocating from local and neighboring countries with availability of affordable labor, skilled work force and provision of state-of-the-art infrastructure. The zone will offer opportunities for both local and foreign investors.

Marble City project is located on the Northern by Pass which connects the National and Super Highway, the two major highways that join Karachi with rest of the province. With its key location, the project offers great investment and growth potential for entrepreneurs.

Located near the Hamdard University of Medicine and Dentistry and Madinat-ul-Hikmah along Hub River, the land area is 300 acres and is divided into two parts i-e 237 and 63 acres in Deh Meetha Gher connected with Hub Dam road.

The Proposed location has the following advantages:

- Located near Karachi, the fastest growing metropolitan city of Pakistan.
- Close to the Karachi Northern Bypass connecting major cities of the country.
- International Airport is 45 minutes' drive from the proposed location.
- Connected through Karachi's largest road network.
- Connected to all major cities through Northern bypass, Super Highway and Hub river road.

Marble City to be transformed into an Expatriate Enclave with modern infrastructure and tax incentive package which will include exemption of Custom Duties and Taxes strictly on import of capital equipment under SEZ Act 2012.

A detailed feasibility study conducted by the consortium (financial, legal & technical) will be shared with the successful bidder

### 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 The Assignment

- 5.2.1 The transaction advisor (successful bidder) shall be required to provide transaction advisory for Marble City Karachi.
- 5.2.2 The Consortium of Consultants are required to conduct a primary market survey of the stone/marble sector and its possible impacts with regarding to the export.
- 5.2.3 Complete Commercial Assessment; Benchmark Analysis, Stakeholders Survey, Proposed Lease Terms, Conclusion on Commercial Assessment.
- 5.2.4 The Consortium of Consultants are required to conduct research study about current market dynamics of marble industry and its scope.
- 5.2.5 The scope of work has been broadly categorized into three phases. However, the procuring agency reserves the right to end the Transaction Advisory Services for this assignment at the end of any of the phases if it is observed that proceeding further will not achieve the objectives.

## 5.3 Terms of Reference

In case of Consortium, the financial member of Consortium will lead the technical and legal members. 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 Lead Consultant (financial member of Consortium) is directly responsible for the internal coordination of the Consultant/Consortium.

### **PHASE I:**

#### **5.3.1 Inception Report**

In case of Consortium, the financial consultant will lead the overall advisory team. At any stage, the legal counsel, technical member(s) and financial member of the Consortium 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 Lead Consultant (financial consultant) is directly responsible for the internal coordination of the Consortium.

### **PHASE I:**

#### **5.3.2 Inception Report**

Provide a detailed layout of work approach to the Project. The report will clearly articulate overall requirements of the Project with respect to the proposed methodology, detailed program of work, progress updates methodology and any additional requirements. It will at least clearly articulate the main objectives of the Project together with the activities that are planned for in order to meet those objectives.

#### **5.3.3 Update and validate detailed Feasibility Study**

- i. Update the feasibility study conducted by external consultants for the Project and submit the revised feasibility study which shall include but not be limited to the following;
  - a) Topographic survey;



- b) Environmental Impact Analysis (EIA) study as per procedures of national guidelines and Safeguard Policy Statement of International Financial Institutions ( “IFIs” ), National & Provincial environmental quality standards;
  - c) Socio Economic Assessment;
  - d) Land Acquisition and Resettlement Plan (LARP) as per requirements of national guidelines and IFIs;
  - e) Utilities requirements assessment and sourcing options;
  - f) Geotechnical Study;
  - g) GIS Map (including Terrain maps) and verification of land coordinates/demarcation thereof;
  - h) Engineering estimates for development work (all components/infrastructure mentioned in feasibility study conducted by external consultants) based on the detailed survey;
  - i) Necessary feedback and comments with updated information of project site.
- ii. Commercial assessment/study along with recommendations of existing stone (marble sector) resources or any other similar industrial mix for project viability;
  - iii. Validate and optimize the transaction structure for implementation of the Project;
  - iv. Review legal assessment and provide assistance in preparing RFP/ PPP agreement and land legal matters;
  - v. Identify possible Government support that may be required by developer, both financial and others;
  - vi. Identify the project risks and develop risk matrix.
  - vii. Implementation methodology.

## **PHASE 2:**

### **5.3.4 Procurement Package**

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

### **5.3.5 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.

### **5.3.6 Market Sounding**

- a) Market sounding aimed at attracting private sector interest and finalizing the project structure. This will include developing of marketing tools, conducting investor conference(s) and pre-bid meeting(s) of the Project in assistance of the Procuring agency
- 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.



### **5.3.7 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.

### **5.3.8 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 preferred bidder.

## **PHASE 3:**

### **5.3.9 Transaction Negotiation and Execution**

- a) Assist in final negotiation with preferred party;
- b) Presentation of project structure to the TFEC / PPP Policy Board for necessary approvals.
- c) Assist in execution of the PPP agreement between procuring agency and Special Purpose Vehicle/Company (SPV);

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

- a) Facilitate in preparation of Zone Application.
- b) Assist in preparation of tripartite Development Agreement.

### **5.3.11 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.

## **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 remaining 20% weight age shall be for the financial.

#### **1. Evaluation of Technical Proposals**

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

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



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

## **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. Any factor having a bearing on the quoted price shall not be subject to negotiations.

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



### 6B – Scoring System

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

In order to qualify, a minimum of 50% marks in each category is required.

<b>Criteria</b>			
<b>1. Firm's relevant Experience</b>			
Consultancy experience of projects related to industrial development projects (of minimum of 100 acres) during last 10 years			
Score will be awarded based on performing consultancy services on projects with successful achievement of following milestones:			
a. Experience of feasibility study of a project by any member of the Consortium		5 marks	
b. Experience of development of bidding package (including RFQ/RFP and draft agreement, etc.) of a project by financial/legal member of the Consortium		5 marks	
c. Experience of transaction advisory of completed PPP project (up to signing of concession agreement) of a project		5 marks	
03 or more Projects with achievement of all milestones		45 Marks	
02 Projects with achievement of all milestones		30 Marks	
01 Project with achievement of all milestones		15 Marks	
<b>Note:</b>			
(i) Scores will be awarded to a Bidder based on milestones achieved for a project			
(ii) In case of the Consortium, scores will be allotted only once for the same project/milestone			
(iii) Bidders shall attach evidence of experience with proof			
<b>2. Key Professional Staff</b>			
<b><u>Financial Team</u></b>			
Financial Team Leader	10 marks		15
Project Finance Specialist	05 marks		
<b><u>Technical Team</u></b>			
Architect / Master Planner	03 marks		15
Metallurgy and Materials Engineer	03 marks		
Geologist/Geological Expert	03 marks		
Infrastructure & Building Expert	02 marks		
Civil Engineer	02 marks		
Environmentalist	02 marks		
<b><u>Legal Team</u></b>			
Legal Team Leader	10 marks		15
Legal Expert	05 marks		
<b>TOTAL</b>			<b>45</b>



<b>3. Financial Capability</b>	Average annual turn-over of last three (3) years	05
	PKR 200 million or above      04 marks PKR 150 – 199.9 million      03 marks PKR 100 – 149.9 million      02 marks PKR 50 million–99.9 million    01 mark  <i>* Bidders to submit audited financial statements of last three years. In case of a consortium, the lead member firm shall furnish audited financial statements</i>	
<b>4. Understanding of the Assignment and Proposed Methodology</b>	Understanding of TOR	03
	Proposed Methodology	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.*



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 = 65 years)	<u>Qualification:</u> CA/CFA/ICMA/ACCA/MBA/Masters in finance (25%) Bachelors in Finance/Accounting/Business Admin (15%)  <u>Relevant Experience</u> Experience of transaction advisory  More than 10 years      75% 7-10 years                60% 5-7 years                 40% Less than 5 years 15%
2.	Project Finance Specialist (Age limit = 50 years)	<u>Qualification:</u> CA/CFA/ICMA/ACCA/MBA//Masters in finance (25%) Bachelors in Finance/Accounting/Business Admin (15%)  <u>Relevant Experience</u> Experience of investment banking, project finance, corporate finance, investment research  More than 7 years      75% 5-7 years                60% 3-5 years                40% Less than 3 years 20%
	TECHNICAL TEAM	Weightage
1.	Architect / Master Planner (Age limit = 50 years)	<u>Qualification:</u> BE/ME Civil Engineering or Architecture or relevant from HEC Recognized University (25%) (PEC Registration is mandatory)  <u>Relevant Experience</u> Experience in relevant field  More than 10 years      75% 7-10 years                60% 5-7 years                 40% Less than 5 years      15%
2.	Metallurgy and Materials Engineer (Age limit = 50 years)	<u>Qualification:</u> BE Metallurgy/Materials Engineering or relevant from HEC Recognized University (25%) (PEC Registration is mandatory)  <u>Relevant Experience</u> Experience in relevant field  More than 10 years      75% 7-10 years                60% 5-7 years                 40% Less than 5 years      15%





3	<p>Geologist/Geological Expert (Age limit = 50 years)</p>	<p><u>Qualification:</u> Masters/M Phil in Geology or relevant from HEC Recognized University (25%)</p> <p><u>Relevant Experience</u> Experience in relevant field</p> <p>More than 10 years      75% 7-10 years              60% 5-7 years                40% Less than 5 years      15%</p>
4.	<p>Infrastructure &amp; Building Expert (Age limit = 50 years)</p>	<p><u>Qualification:</u> BE in Civil Engineering/ME in Structural Engineering or related from HEC Recognized University (25%) (PEC Registration is mandatory)</p> <p><u>Relevant Experience</u> Experience in relevant field</p> <p>More than 10 years      75% 7-10 years              60% 5-7 years                40% Less than 5 years      15%</p>
5	<p>Civil Engineer (Age limit = 50 years)</p>	<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</p> <p>More than 10 years      75% 7-10 years              60% 5-7 years                40% Less than 5 years      15%</p>
5.	<p>Environmentalist (Age limit = 50 years)</p>	<p><u>Qualification:</u> BE/ME Environmental Engineering from HEC Recognized University (25%)</p> <p><u>Relevant Experience</u> Experience in relevant field</p> <p>More than 10 years      75% 7-10 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 = 65 years)	<p><u>Qualification:</u> LLM / Bar at Law (25%) LLB (15%)</p> <p><u>Relevant Experience</u> Experience of drafting procurement documents e.g. (EOIs, RFQ, RFP), Concession/PPP agreements / EPC contracts / agreement negotiations</p> <p>More than 10 years            75% 7-10 years                    60% 5-7 years                      40% Less than 5 years</p>
2.	Legal Expert (Age limit = 50 years)	<p><u>Qualification:</u> LLM / Bar at Law (25%) LLB (15%)</p> <p><u>Relevant Experience</u> Experience of drafting procurement documents e.g. (EOIs, RFQ, RFP), Concession/PPP agreements / EPC contracts / agreement negotiations</p> <p>More than 6 years            75% 4-6 years                      60% 2-4 years                      40% Less than 2years 15%</p>



## 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: .....  
Signature: .....  
[Seal]

Name of Seller/Supplier: .....  
Signature: .....  
[Seal]



## SECTION 8: AFFIDAVIT

**To:**

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

**Re: Transaction Advisory Services for Marble City Karachi**

[Date]

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

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

Authorized Signature  
Name and Title Signatory  
Name of Firm  
Address



## **Consultancy Services Contract**

### **Marble City Project**

CONSULTANCY SERVICES FOR PROJECT

## DRAFT CONSULTANCY SERVICES CONTRACT

### DRAFT CONSULTANCY SERVICES CONTRACT

**This Consultancy Services Contract (“Contract”)** is entered into at Karachi on this the -  
-- day of -----, 2018

**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 [●], 2020 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.

### 3.2 **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: .....  Telephone: +92(21)                   +92(21) Email:</p>	<p><b><i>For Lead Advisor</i></b></p> <p>Name: Designation: Address:  Telephone: +92(21)                   +92(21) Email:</p>
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**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
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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

	<b>Phase-1: Update and validate Feasibility Study</b>	<b>Timeline</b> <i>(from signing of Consultancy Contract)</i>	<b>Payment</b>
1	Inception Report <i>(shall cover 5.3.1 of TORs)</i>	1 week	5%
2	Update and validate original Feasibility Study <i>(shall cover 5.3.2 of TORs)</i>	4 months	25%

	<b>Phase-2: Bid Management</b>	<b>Timeline</b> <i>(from signing of Consultancy Contract)</i>	<b>Payment</b>
3	Preparation and Submission of Procurement Package <i>(shall cover 5.3.3 and 5.3.4 of TORs)</i>	7 Months	25%
4	Market sounding <i>(shall cover 5.3.5)</i>	8 Months	5%
5	Submission of Bid Evaluation Report <i>(shall cover 5.3.6)</i>	9 Months	10%
6	Issuance of Letter of Award/Acceptance <i>(shall cover 5.3.7 of TORs)</i>	11 Months	5%

	<b>Phase-3: Transaction Negotiation and Financial Closure</b>	<b>Timeline</b> <i>(from signing of Consultancy Contract)</i>	<b>Payment</b>
7	Transaction negotiation and Signing of Concession/PPP Agreement <i>(shall cover 5.3.8 of TORs)</i>	12 months	5%
8	Preparation of application for the award of SEZ Status. <i>(shall cover 5.3.9 of TORs)</i>	15 months	10%
9	Execution of ancillary Agreements and other required documents <i>(shall cover 5.3.10 of TORs)</i>	18 months	10%

**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.

## SCHEDULE D- TIME PLAN

To be provided by the winning bidder.