



REQUEST FOR PROPOSAL

Hiring Consultant for Transaction Advisory Services

INSTRUCTIONS TO CONSULTANTS

KARACHI EXPORT PROCESSING PHASE-III PROJECT

EXPORT PROCESSING ZONES AUTHORITY

MOIP GOVERNMENT OF PAKISTAN

KARACHI

MARCH 2022



IMPORTANT NOTICE

This Request for Proposal is provided to the Bidders solely for use in preparing and submitting Bids in connection with the competitive bidding process to undertake transaction advisory services. This Request for Proposal is being issued by the Export Processing Zones Authority, Ministry of Industries & Production Government of Pakistan solely for use by Consultants in considering the Project. *Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this Request for Proposal.*

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

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

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



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1. INVITATION LETTER

Dear Sir/Madam,

Sub: Transaction Advisory Services, Karachi Export Processing Zone Phase-III Project

The Export Processing Zones Authority, Government of Pakistan (the "Procuring Agency"), invites "Technical and Financial proposals" for Transaction Advisory Services to implement Karachi Export Processing Zone Phase-III Project under Public Private Partnership mode (the **Assignment**), from prospective firms/consortiums.

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

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

4. A firm/consortium will be selected under Quality and Cost Based Selection (QCBS) method described in this RFP, in accordance with the Public Procurement Regulatory Authority (PPRA) Rules, 2004. 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.

5. The RFP includes the following documents:

- Section 1: Letter of Invitation
- Section 2: Instructions to Consultants (including Data Sheet)
- Section 3: Technical Proposal - Standard Forms
- Section 4: Financial Proposal - Standard Forms
- Section 5: Terms of Reference
- Section 6: Evaluation Criteria and Scoring System
- Section 7: Integrity Pact
- Section 8: Affidavit

Yours sincerely,



Secretary
Export Processing Zones Authority

2. INSTRUCTIONS TO CONSULTANTS

2.1 Definition

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

| | |
|---------------------------------------|---|
| Bid(s) | Any and all proposals and bids submitted by the Consultants as a response to this RFP that are prepared and submitted in accordance with this RFP and are in compliance of the same. |
| Bid Price | The consultancy fee for the transaction advisory services quoted by the Consultant in its Financial Bid |
| Bid Security | The security deposit that a consultant must provide, in the form of a pay order issued by a scheduled commercial bank operating in Pakistan acceptable to the Procuring Agency (EPZA). |
| Consortium | means an association of not more than five (5) members (firms/companies/partnership). The Lead Member shall be a financial consulting firm/commercial Bank/DFI amongst Consortium. |
| Contract | means consultancy services contract to be executed between selected Consultant and Procuring Agency. |
| Consultant | means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies and non-governmental organizations. |
| Consultant Selection Committee | The Consultant Selection Committee notified by the Procuring Agency pursuant to Public Procurement Regulatory Authority (PPRA) Rules, 2004 (amended in 28 th June 2021) to hire Consultants for the Project. |
| Data Sheet | means such part of the Instructions to Consultants that is used to reflect specific assignment conditions. |
| Day | means calendar day including holiday. |
| Financial Close | means the stage where all loan agreements are executed with the lenders and equity is arranged by the special purpose vehicle / company (SPV) of the private party (successful bidder for implementation of the project). The complete funding required to implement the project is arranged at financial close with fully satisfaction of conditions of a financing agreement for loan disbursement. |
| Government | means the EPZA, MOIP Government of Pakistan. |
| Instructions to | (Section 2 of the RFP) means the document which provides Consultants |



| | |
|-----------------------------------|---|
| Consultants | with all information needed to prepare their Proposals. |
| Key Professional Staff | means the professionals assigned by the Consultant to undertake assignment as listed under Evaluation Criteria and Scoring System given in Section 6-B (2). |
| LOI | (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant. |
| Performance Security | The security deposit that a consultant must provide, in the form of Bank Guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to Export Processing Zones Authority (EPZA). |
| Procuring Agency | means the Export Processing Zones Authority (EPZA) with which the selected Consultant signs the Contract for the Assignment. |
| Proposal | means the Technical Proposal and the Financial Proposal. |
| Proposal Deadline | The deadline for the Consultants to submit their Proposal as given in the Data Sheet |
| Request for Proposal / RFP | means the Request for Proposal prepared by the Procuring Agency for the selection of consultants. |
| PPRA | Public Procurement Regulatory Authority |
| Terms of Reference | (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment. |

2.2 Introduction

- 2.2.1 The Procuring Agency named in the Data Sheet will select a consultant in accordance with the method of selection specified in the Data Sheet.
- 2.2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.2.3 The Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. The Consultants may liaise with Procuring Agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.2.4 The Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants in line with Public Procurement Regulatory Authority (PPRA) Rules, 2004 (amended in 28th June 2021)
- 2.2.5 While submitting the Technical Proposal, the composition of the proposed team and task assignment to individual personnel shall be clearly stated.



- 2.2.6 If a Consultant is qualified/selected on the strength of experience of a foreign company, requisite Key Professional Staff from that foreign company shall be fielded along with other Consortium members.
- 2.2.7 In case a firm is proposing Key Professional Staff from educational/research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with the CV of such person.

2.3 Time Table

The estimated timetable for the bidding process is as follows

| Activity | Target Date |
|---|-----------------------------|
| Issuance of RFP | 07 th March 2022 |
| Clarifications / Comments Request Deadline | 14 March 2022 |
| Pre-Bid Conference | 22 March 2022 |
| Response to Questions Document Issuance | 25 March 2022 |
| Bids Submission Deadline | 30 March 2022 |
| Technical Bids Opening | 30 March 2022 |
| Financial Bid Opening | 06 th April 2022 |
| Announcement of Preferred Bidder | 13 April 2022 |
| Letter of Award | 29 April 2022 |
| Execution of Consultancy Services Agreement | 06 May 2022 |

2.4 Conflict of Interest

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



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

2.5 Conflicting Relationships

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

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

2.6 Fraud and Corruption

- 2.6.1 It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Public Procurement Rules 2004 notified vide SRO 432(1)/2004 dated June9,2004 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 Public Procurement Regulatory Authority (PPRA) Rules, 2004 (amended in 28th June 2021) "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 PPRA, provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

2.7 Integrity Pact

Pursuant to Public Procurement Regulatory Authority (PPRA) Rules, 2004 (amended in 28th June 2021) Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs.25 millions.

2.8 Only one Proposal

Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Consultant, including individual experts, to more than one proposal is not allowed.

2.9 Proposal Validity

- i. The Data Sheet indicates Proposals validity period. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise, however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal (as per PPRA Rules 2004, Consultants may submit new staff in replacement, who



would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

- ii. The Consultants shall submit required Bid Security, along with financial proposal defined in the data sheet. Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired. The Consultant shall provide the Bid Security in accordance with the Public Procurement Regulatory Authority (PPRA) Rules, 2004 (amended in 28th June 2021) acceptable to the Client. The Bid shall be summarily rejected if it is not accompanied with the Bid Security.

2.10 Clarification and Amendment in RFP Documents

- i. The Consultants may request for a clarification of contents of the bidding document in writing, and Procuring Agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of Proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so.
- ii. At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants (or uploaded on procuring agency website) and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

2.11 Preparation of Proposals

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

Cover 1: Technical Proposal

Cover 2: Financial Proposal

2.12 Language

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

2.13 Technical Proposal Format and Content

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

- i. It is desirable that majority of the Key Professional Staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- ii. The proposed Key Professional Staff must, at a minimum, have the experience indicated in the Evaluation Criteria as given in Section 6, preferably working under similar geographical condition.



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

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

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

The Technical Proposal shall not include any financial information.

2.14 Financial Proposals

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

2.15 Taxes

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

2.16 Submission, Receipt, and Opening of Proposals

- 2.16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant).
- 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 duplicate (one original and one copy). Each Technical Proposal shall be in a separate sealed envelope indicating the proposal as original or copy clearly marked as "ORIGINAL" and "COPY", as appropriate. The Technical Proposal shall be placed in a sealed envelope clearly marked as "**TECHNICAL PROPOSAL**" and the Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**". The two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked: "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE CONSULTANT SELECTION COMMITTEE**". Any Consultant who submits or participate in more than one Bid will be disqualified.

2.16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or Procuring Agency's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

2.17 Bid Security

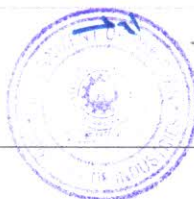
2.17.1 A Bid submitted by each Consultant must be accompanied by a Bid Security in an amount equal to Two (2%) percent of the bid price, in Pakistani Rupees in shape of pay order or Bank Guarantee, which shall remain valid for a period of at least ninety (90) days plus twenty-eight (28) days beyond the original bid validity period making it a total of one hundred and eighteen (118) days from the Proposal Deadline. The Bid Security must be in a form and substance as attached hereto as Appendix A.

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

2.17.3 Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than that required in accordance with PPRA Rules 2004 or other than in the required form by this RFP shall be, in each case, rejected by the EPZA as non-responsive. It is further clarified that no Bid Security in the form of Insurance Guarantee shall be entertained.

2.17.4 The Bid Security (or the Performance Security as the case may be) may be encashed by the EPZA in the following circumstances:

- a. In the case of a successful Consultant, if it fails within the specified times to:
 - comply with the instructions laid down in the Letter of Acceptance within the time period stipulated therein;
 - furnish the necessary Performance Security when required;
 - sign the Consultancy Services Contract;
 - achieve all the conditions precedents agreed in the signed Consultancy Services Contract.
- b. In case the Bid Security expires prior to the date falling ninety (90) days plus 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;



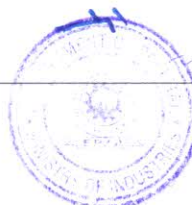
- c. In case of an occurrence of Consultant's event of default in terms of the Consultancy Services Contract; and /or
- d. Consultant withdraws its Bid during the Bid Validity Period;

2.18 Basic Eligibility Criteria

- 2.18.1 Registration with Federal Board Revenue and Sindh Revenue Board (SRB) or relevant tax authority (In case of Consortium, every consortium member firm should provide).
- 2.18.2 Registration with Pakistan Engineering Council (PEC) and Pakistan Counsel for Architect Town Plan (PCATP) as consulting firm/member of consortium.
- 2.18.3 Each Consortium shall appoint and authorize one (1) lead member (the "**Lead Member**") to represent and irrevocably bind all members of the Consortium in all matters connected with the bidding process including but not limited to the submission of the Technical and Financial proposal on behalf of the Consortium. The Lead Member shall be a financial consulting firm/commercial Bank/DFI amongst Consortium and shall be registered with relevant professional body.
- 2.18.4 The Consultant is not black listed by any Procuring Agency / GOP or Provincial Government. A fresh Affidavit from Consultant shall be signed and submitted with Technical Proposal (In case of consortium, every Consortium member firm should provide) (**section8**)
- 2.18.5 For a consortium to be eligible for bidding, every consortium member firm should place at least one (1) Key Professional Staff and at least two (2) Key Professional Staff of Lead member firm of Consortium.
- 2.18.6 In case of Consortium, the Consortium Agreement shall be submitted pursuant to clause 2.27.
- 2.18.7 The relevant experience of lead Consortium member and other Consortium member firms is mandatory. The experience of every Consortium member firm shall be provided as given in Form-TECH 2 (B) along with supporting documentation in any form, for each listed experience on Form Tech-2 (B). Failing to provide any documentation proof will not eligible for scoring/marking. The Procuring Agency reserves the right to verify any experience mentioned under Form Tech-2(B).

2.19 Proposal Evaluation

- 2.19.1 The Evaluation Committee shall first check the basic eligibility criteria pursuant to section 2.18 in Technical Proposal of all bids received. Any Technical Proposal which do not meet basic eligibility criteria shall not be evaluated further for technical score. Such bid will stand non-compliant and rejected.
- 2.19.2 From the time the Proposals are opened to the time the contract is awarded, the Consultants should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the Technical Evaluation is concluded.
- 2.19.3 A QCBS will be adopted in evaluating the proposal. In the first stage a Technical Evaluation will be carried out. Only those Technical proposals, which score at least 75 points out of 100,



shall be considered for Financial Evaluation in the second stage. The evaluation of the Technical and Financial bids shall be held under the Quality and Cost Based Selection (QCBS) method. The Evaluation Criteria under QCBS are at Section 6A.

2.20 Evaluation of Technical Proposals

The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Section 6A.

After the Technical Evaluation is completed, the Procuring Agency shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. Financial proposals of those Consultant(s) who failed to secure minimum qualifying marks shall be returned un-opened.

2.21 Evaluation of Financial Proposals

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

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

2.22 Negotiations

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

2.23 Technical Negotiations

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

2.24 Availability of Key Professional Staff

The consultant must submit CV for each required Key Professional Staff. Moreover the Key Professional Staff team will be made an integral part of the consultancy services contract. Before contract negotiations, the Procuring Agency will require assurances that the Key Professional Staff will be actually available. The Procuring Agency will not consider



substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Key Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

2.25 Award of Contract

2.25.1 After completing negotiations, the Procuring Agency shall award the contract to the selected Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the PPRA and on EPZA's own website, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, Evaluation Report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case maybe.

2.25.2 After publishing of award of contract Consultant required to submit a Performance Security at the rate indicated in datasheet.

2.26 Confidentiality

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

2.27 Consortium Agreement

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

- i. Date and place of signing;
- ii. Purpose of Consortium (must include the details of contract works for which the consortium has been invited to bid);
- iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment;
- iv. Delineation of duties, responsibilities and scope of work to be undertaken by each along with resources committed by each partner/member of the Consortium for the proposed services;
- v. An undertaking that the firms are severally liable to the Client for the performance of the services;
- vi. Duties, responsibilities and powers of the lead firm;
- vii. The authorized representative of the Consortium.
- viii. In case of JV in consortium every JV party should be registered separately with professional bodies like PEC and PCATP.

2.27.2 In case of Consortium, it is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the consortium. For a consortium to be eligible for bidding, the experience of lead partner and other partner should be indicated.

2.27.3 Any alternative proposal, such as one by a firm in sole capacity and another in Consortium with another firm or as a part of 2 or more consortiums, for the assignment will be summarily rejected. In such an event, all the proposals submitted by such firm and its Consortium or associate shall be rejected.



2.27.4 The proposal of a firm is liable to be rejected if the firm makes any false or misleading statement in the proposal(s) without prejudice to the rights of the Client to initiate further proceedings against the said firm(s).

2.27.5 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.

2.28 Schedule of Deliverables

| | Phase-1: Transaction Advisory | Timeline (from signing of Consultancy Contract) | Payment |
|----|--|--|----------------|
| 1. | Submission of draft feasibility /inception report in accordance with TORs (shall cover 5.4 A, B & 5.5.2 of TOR) | 2 months | 10% |
| 2. | Submission of final detailed feasibility study including infrastructure Development Financial arrangement to make a workable project model under PPP mode (EPZA equity would be in shape of land /and Viability Gap Funding Review of Financial Feasibility and Project Structure (shall cover 5.4 A and B of ToR) | 4 months | 15% |
| 3. | Submission of draft design and BoQs of Procurement Package (Shall cover 5.5.4.5 of ToR) | 5 months | 20% |
| 4. | Submission of detailed Design, Master Plan , Engineering Design along with BoQs for award of work. Issuance of Bid Documents to the Bidders (Shall cover 5. 5. 4.6 of ToR) | 7 months | 20% |
| 5. | Prepare PC-I in light of Feasibility Study and detailed design (Shall cover 5.5.4.7 of ToR) | 8 months | 10% |
| 6. | Prepare Project Tender Documents Issuance of Letter of Award/Acceptance (Shall cover 5.5.4.8 of ToR) | 9 months | 10% |

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



| Phase-2: Transaction Negotiation and Financial Closure | | Timeline <i>(from signing of Consultancy Contract)</i> | Payment |
|---|---|--|--------------------------|
| 7. | Preparation of RFP for EPZA for pre-qualification of Developers and issuance of Bid documents (shall cover 5.5.4.5 & 5.5.4.6 of ToR) <i>(shall cover 5.5.5.1 -5.5.5.2 of ToR)</i> | 10 months | 20% |
| 8. | Submission of Bid Evaluation of Report (shall cover 5.5.4.7 the <i>(shall cover 5.5.5.3 of ToR)</i> | 11 months | 10% |
| 9 | Issuance of letter of Award /Acceptance (shall cover 5.5.4.8 & 5.5.4.9 | 12 month | |
| Phase-3: Construction /Development Phase | | Timeline <i>(from signing of Consultancy Contract)</i> | Payment |
| 10 | The Consultant will supervised the Infrastructure Development Works for KEPZ Phase-III as an Engineer of the Project | 24 months | Lump sum supervision fee |

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



DATA SHEET

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

| | | |
|----------|---|---|
| 1 | Project Name | Karachi Export Processing Zone Phase-III |
| 2 | Address and Contact Person of Procuring Agency | Chairman Export Processing Zones Authority(EPZA) MOIP Government of Pakistan Karachi Tel: +92-21-99208003-4 |
| 3 | Address and Contact Person of PPP Unit | Engr. Nasir Hidayat Khan/GM(Engineering /Secretary Karachi Export Processing Zone Landhi Industrial area , Extension Mehran Highway Karachi Tel: +92-21-99208036/ 99208010 Email: nasir.hidayat@epza.gov.pk |
| 4 | Address for Submission of Bids | Engr. Nasir Hidayat Khan/ GM (Engg)//Secretary Karachi Export Processing Zone Landhi Industrial area , Extension Mehran Highway Karachi Tel: +92-21-99208036/99208010 |
| 5 | Pre-Bid Meeting | Conference Room Karachi Export Processing Zone Landhi Industrial Area, Extension Mehran Highway Karachi |
| 6 | Submission Deadline date and time | 30 th March 2022 up to 12.00 A.M |
| 7 | Bid Opening date and time | 30 th March 2022. At 12.30 P.M |



| | | |
|----|---|--|
| 8 | Envelops | “ORIGINAL PROPOSAL” DOCUMENTS IN TECHNICAL PROPOSAL or FINANCIAL PROPOSAL as appropriate; and, DO NOT OPEN, EXCEPT IN PRESENCE OF THE CONSULTANT SELECTION COMMITTEE on outer envelope. |
| 9 | Language of Bid and correspondence | English |
| 10 | Proposal Validity | 90 days from the closing date of submission of proposal. |
| 11 | Evaluation Criteria | Minimum 75 points for Technical Proposal qualification. Refer Section 6A |
| 12 | Scoring System | Refer Section 6B |
| 13 | Method of Selection | Quality and Cost Based Selection (QCBS) Method |
| 14 | Bid Security | The Consultant shall deposit a bid security <u>in original Financial Proposal</u> of an amount equivalent to 2% (Two per cent) of the bid price in the form of Pay Order any Scheduled Bank of Pakistan issued in favor of “EPZA”, which shall remain valid for a period of 28 days beyond the Proposal validity period for bids, in order to provide the Procuring Agency reasonable time to act, if the security is to be called; |
| 15 | Performance Security | 10% of Bid Price in the form of Pay Order any Scheduled Bank of Pakistan, Bank Guarantee only acceptable valid till completion of the Project. |
| 16 | Contract Stamping | Duly stamped @ 0.35% of bid price by successful bidder at its own cost |
| 17 | Tax Liability | All applicable taxes as per FBR/SRB will be deducted as Per Rules. |



3. TECHNICAL PROPOSAL – STANDARD FORMS

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

Form TECH-1. Technical Proposal Submission Form

Form TECH-2. Consultant's Organization and Experience

A – Consultant's Organization

B – Consultant's Experience

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

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

Assignment Form TECH-5. Team Composition and Task Assignment

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

Form TECH-7. Staffing Schedule

Form TECH-8. Work Schedule



FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:
General Manager Engg/ Secretary,
Export Processing Zones
Authority, Government of
Pakistan,
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 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 Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

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

We remain,
Yours sincerely,

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

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A – Consultant's Organization

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

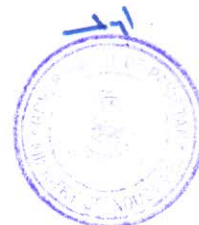


B – Consultant's Experience

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

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

Firm's Name: _____



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

On the Terms of Reference (TORs)

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

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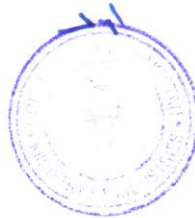
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Understanding of the Assignment



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

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

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

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



FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENT

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



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

1. **Proposed Position** [only one candidate shall be nominated for each position]: _____

2. **Name of Firm** [Insert name of firm proposing the staff]: _____

3. **Name of Staff** [insert full name]: _____

4. **Date of Birth:** _____

5. **Nationality:** _____

6. **Educational Qualification:** [Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained]: _____

7. **Membership of Professional Societies:** _____

8. **Other Training** [indicate significant training since degrees under 6 – Education were obtained]: _____

9. **Countries of Work Experience:** [list countries where staff has worked]: _____

10. **Languages** [for each language indicate proficiency: good, fair, or poor in speaking, reading and writing]: _____

11. Employment Record:

[Starting with present position, list in reversed order, every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held]:

From [Year]: _____ To [Year]: _____

Employer: _____

Position held: _____

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:



FORM TECH-8. WORK SCHEDULE

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

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g. inception, interim, and final reports), and other benchmarks such as line department approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.



4. FINANCIAL PROPOSAL – STANDARD FORMS

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

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

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



FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:
General Manager Engineering / Secretary,
Export Processing Zones
Authority, Government of
Pakistan,
Karachi

Subject: Transaction Advisory Services for Karachi Export Processing Zone Phase-III

Dear Sirs:

We, the undersigned, offer to provide the transaction advisory services for **Karachi Export Processing Zone Phase-III** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

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

Yours faithfully,

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

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



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

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

| Description | Amount (in Rs) |
|---|----------------|
| Phase I: <u>Transaction Advisory</u> Inception Report Review of Financial Feasibility and Project Structure Master Plan, Preparation of PC-I Submission of Procurement Package Issuance of bid documents to Bidders | |
| Phase II: <u>Transaction Negotiation & Financial Close</u> Submission of Bid Evaluation Report Issuance of Letter of Award/Acceptance | |
| Phase III: <u>Construction Supervision</u> Monthly Supervision fee during physical infrastructure Development works for 24 months | |
| Total Costs inclusive of Taxes | |

** Total Costs net of taxes shall be considered for financial evaluation
 Note: No escalation shall be payable during the services



5. TERMS OF REFERENCE

5.1 Project Background

The Government of Pakistan established EPZA through an Ordinance IV of 1980 with the mandate to plan, develop and operate EPZs in Pakistan. EPZA is an autonomous body working under the administrative control of Ministry of Industries & Production. It has a nine-member Board of Directors.

5.2 Authorized Mandate

EPZA is mandated to setup EPZs in Pakistan under Section 2 (k) of the Ordinance IV of 1980.

- To create enabling environment for promotion / setting up of efficient and environment friendly industries to achieve overall objective of Export led Growth in line with EPZA's mandate.
- The Exports from EPZA in the last financial year was US\$ 908.00 Million with the Development of KEPZ Phase-III Project the target of Exports from EPZA will be US\$ 1.50 billion by 2025 through proactive Facilitation of Investors and by creating Conducive Environment for them to Enhance Export-led Manufacturing, Trading & Warehousing facilities for investment.

Export Processing Zones Authority is a Government of Pakistan venture Conceived and Designed to increase and improve the exports of the country. Its main objectives are accelerating the pace of industrialization in the country and enhancing the volume of exports by creating an enabling environment for investors to initiate ambitious export-oriented projects in the Zones which would, as a corollary, create job opportunities, bring in new technology and attract foreign investment.

The EPZA is pursuing an Extensive programmed to create a Network of Export Processing Zones in Pakistan. These EPZs are being established in close cooperation or under joint venture arrangements with the private sector.

5.3 EPZ Policies

The Federal Government / Central Board of Revenue, in order to Regulate and Control Imports and Exports of goods into and from the Export Processing Zones enacted the legislation "Export Processing Zones Rules, 1981" notified vide SRO 1058 (1)/81 dated 23-9-1981". The Rules Cover the following aspects of EPZ development and operations:¹

- Import of goods into the Zones
- Import of goods into the Zones from Tariff Area
- Export of goods from the zone
- Export of goods from the zone to Tariff Area
- Unaccounted goods
- Remission of duties
- Restriction on removal of goods from zone
- Transfer of ownership

¹2 The full text is given in the Annexure – III.



EPZA undertook an extensive industrial program for setting up a chain of Export Processing Zones in Pakistan. These EPZs are set up in close cooperation or under joint venture arrangement with Private Sector/Provincial Governments.

Karachi Export Processing Zones (KEPZ) phase-I and KEPZ Phase-II and Al-Tuwairqi Steel at Karachi, Sialkot EPZ, Gujranwala EPZ in Punjab, Risalpur EPZ at KP, Saindak and Duddar Export Processing Zones in Balochistan have been established.

5.4. SCOPE OF SERVICES

Karachi Export Processing Zone Phase-I and Phase-II are developed in 305 acres land in Deh Rehri Bin Qasim Town District Malir Karachi. KEPZ Phase-I&II are fully colonized and there is no available vacant plot which can be offered to a prospective investor. Karachi Export Processing Zone has 80 acres lands and EPZA intends to develop the 80 acres land as KEPZ Phase-III. The Development of land for Export Processing Zone EPZA is MOIP's obligation under target of next Financial year 2022-23 under the performance agreement signed with the Prime Minister. It is also included under the PSDP Plus projects committed by MOIP with Planning Commission for which regular review are held.

Since the main key aims of the project is to attract Foreign Direct Investment (FDI), KEPZ Phase-III must be Designed, Developed, Operated and Maintained at a International Standards which becomes its key selling point to Regional and Global Investors.

Consultancy services are solicited from suitable firms/ consortiums (Consultant) for under taking the detailed feasibility and design of the project.

The Consultant shall deliver the standard workings and write-up covering but not limited to the following:

A) Feasibility Study

- i. Carry out an overall feasibility and need- assessment for the proposed industrial Zone; need assessment, Socio-economic and commercial demand for the project and overall feasibility should identify key industrial sectors as well.
- ii. Assess the impact of this project on the other existing and in-the-pipeline project across Karachi and adjoining district.

B) Detailed Business Plan, Design & Structure

- i. Conduct detailed site survey, including Topography and soil investigation, Engineering design, BoQ and costing for:
 - a. Master Planning including zoning and clustering , Civil Infrastructure, including common facilities i.e. roads, water supply, Drainage system, street lighting , Electrical network, Telecommunication Fiber optic Cable , Electrical Distribution Station (DSs) Connectivity of DSs with KEPZ Phase-I MDS system, Effluent Treatment Plant, Proper Customs Examination shed, office building for Pakistan Customs while keeping the regional and international best practices, success models, and also need of the local and foreign investors who are expected to setup industries in the Zone.
 - b. Other allied facilities.
 - c. Connectivity of KEPZ Phase-III with KEPZ Phase-I either through underpass or Overhead bridge.
- ii. Prepare a bankable plot leasing /renting / advanced investment from investors as development charges with minimum upfront payment while maintaining the NPV of the proposed plot price.
- iii. Prepare marketing strategy/plan for the project.
- iv. Provide a business plan for Operation & Management of the project in self sustainable manner along with a suitable management structure for the Zone.
- v. Proposed various possible modes of the project financing and execution through PPP.



- vi. Conduct Environmental Impact Assessment of the Project as per requirement of Sindh EPA (SEPA)
- vii. Prepare Project PC-I in accordance with the requirement of the Planning Commission of Pakistan for infrastructure Development Works
- viii. Prepare Project tender documents for award of works
- ix. Proposed type of industry that needs to be established in the zone.
- x. Prepare an overall Strategy for waste & Solid Waste.
- xi. Supervision of Infrastructure Development of works of KEPZ-Phase-III during execution of the project as "Engineer" of the Project.
- xii. Propose a sustainable management model for maintenance of infrastructure service in the zone / industrial estate.
- xiii. Preparation of Estimates for project cost including cost estimates of all infrastructure heads to be in development of such project.
- xiv. Project Management Plan
- xv. Safety Management Plan.

Project Financial Forecasts:

Consultant will also prepare the standard project financials covering 15 years period including the following:

- Projected Project Revenues (along with Schedules of Calculation)
- Projected expenses
- Net profit/(Loss)
- IRR (Internal Rate of Return)
- Projected Cash Flow Statements

RISK & SENSITIVITY ANALYSIS:

As part of the exercise, it is expected that Consultant will cover Key Success Factors (KSFs) risk factors and related mitigants which may possibly adversely affect the implementation, operations and financial sustainability of the project. Financial projections must be accompanied with the sensitivity analysis conducted on major risks which could adversely impact Financial Sustain ability and Risk Management Plan.

SUBMISSION OF REPORTS

The Consultant will be expected to share the soft/hard copies of all the materials /reports developed during the project. Consultant is also bound to share copies of the source reports/materials used for reference. All copies of deliverable must be signed and stamped.

| PROJECT DELIVERABLES |
|--|
| Submission of draft feasibility/inception report in accordance with the TORs |
| Submission of final detailed feasibility study including infrastructure development financial arrangement to make a workable project model under ppp mode (EPZA equity would be in shape of land / and viability Gap Funding |
| Submission of Draft design and BoQs |
| Submission of detailed Design ,Master Plan, Engineering Design and BoQs for award of work |
| Prepare PC-I in light of Feasibility Study and detailed design |
| Prepare Project tender documents |



5.4.1 The transaction advisor (successful bidder) shall be required to provide transaction advisory for Karachi Export Processing Zone Phase-III.

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

5.5. Terms of Reference

At any stage during any phase given below, 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 internal co-ordination of the advisory Consortium of Consultants is sole responsibility of the Lead Consortium member.

5.5.1 PHASE I: Transaction Advisory shall include but not limited to the following components:

5.5.2 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 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.

5.5.3 Review of Financial Feasibility and Project Structure

Review the feasibility study conducted by external consultants for the Project. The Consultant shall provide necessary feedback and comments.

5.5.4. Review the transaction structure for implementation of the Project;

5.5.4.1 Identify possible Government support that may be required by Developer, both Financial and other;

5.5.4.2 Identify the project risks and develop risk matrix.

5.5.4.3 Implementation methodology

5.5.4.4 Marketing

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

5.5.4.5 Procurement Package

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;

Presentation of Feasibility Study outcomes and proposed project structure to the PPP Policy Board EPZA Board Directors for necessary approvals.

5.5.4.6 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 PPRA rules.

5.5.4.7 Submission of Bid Evaluation Report

- a) Assist the Procuring Agency to invite proposals from the Pre-Qualified Bidders and handle queries, if any received in response to the RFP, of the pre-qualified bidders by attending pre-bid meeting(s).
- b) Assist the Procuring Agency to evaluate the bids including Technical and Financial proposals.
- c) Presentation of bid evaluation outcomes to the Technical & Financial Evaluation Committee (TFEC) for necessary approvals.
- d) Assist the Procuring Agency in preparation of Bid Evaluation Report.

5.5.4.8 Issuance of Letter of award/acceptance

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

5.5.4.9 PHASE 2: Transaction Negotiation and Financial Closure shall include but be not limited to the following:

5.5.4.10 Transaction Negotiation and Execution

- a) Assist in final negotiation with preferred party;
- b) Presentation of project structure to the TFEC / PPP Policy Board / Development Working Party (DWP) EPZA / EPZA Board of Director for necessary approvals.
- c) Assist in execution of the PPP agreement between EPZA, Special Purpose Vehicle/Company (SPV) and the successful bidder;

5.5.4.11 Financial Closure

Assist to EPZA in the process of financial close.



6. EVALUATION CRITERIA AND SCORING SYSTEM

6.1.1 A – Evaluation Criteria

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

6.1.2 Evaluation of Technical Proposals

The Technical Proposal will be evaluated on the basis of Consultants' relevant experience, its understanding of assignment, proposed methodology, financial capability and work plan, the experience of Key Professional Staff. Only those Consultants' whose Technical Proposals score 75 marks or more shall qualify for further consideration, and shall be ranked from highest to lowest on basis of their raw technical score (RTS). Financial proposals of those Consultants who secure less than 75 marks shall be returned un-opened to the firm/Consortium.

6.1.3 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.

6.1.4 The technical proposals shall be assigned marks/ score without weight-age as RTS on the basis of the criteria mentioned at Section6B.

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

6.1 Financial Bid opening

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

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

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

Combined Score

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

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

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



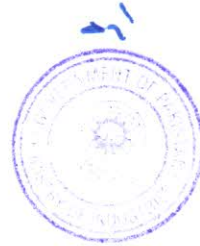
B – Scoring System

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

| Criteria | Marks | |
|--|---|-----------|
| 1. Firm's relevant Experience <i>(Assignment under process are not eligible for scoring)</i> | Experience and past performance in providing transaction advisory services for the transaction phase (Preparation of bid documents, and assistance in bid process management) 05 or more Projects 20Marks 03 to 04 Projects 15Marks Less than 03 Projects 10Marks 0 Projects 0marks | 20 |
| | Experience and past performance in similar contracts/projects i.e. Feasibility studies of Industrial Parks Zones/ Industrial Estates (last 15 years) 05 or more Projects 20Marks 03 to 04 Projects 15Marks Less than 03 Projects 10Marks 0 Projects 0marks | 20 |
| | Experience of providing advisory services till the signing of the concession (PPP) agreement 05 or more Projects 10 Marks 03 to 04 Projects 08 Marks Less than 03 Projects 05 Marks 0 Projects 0 marks | 10 |
| | TOTAL | 50 |
| 2. Key Professional Staff | <u>Financial Team</u> Financial Team Leader 07marks Project Finance Specialist 03marks | 10 |
| | <u>Legal Team</u> Legal Team Leader 05marks Legal Expert 05marks | 10 |
| | TOTAL | 40 |
| 3. Financial Capability | Average annual turn-over of last three (3) years PKR 200 million or above 04 marks PKR 150 –199.9million 03marks PKR 100 –149.9million 02 marks PKR 50 million – 99.9 million 01 mark * Bidders to submit audit financial statements of last three years. In case of Consortium, the Lead member firm shall furnish audited financial statements. | 04 |



| | | |
|--|-----------------------------------|------------|
| 4. Understanding of the Assignment and Proposed Methodology | Understanding of TOR and Comments | 03 |
| | Proposed Methodology | 03 |
| | TOTAL | 10 |
| Total | | 100 |



Note:-

- 6.2.1 *The Export Processing Zones Authority may conduct a Presentation from bidders during the Technical evaluation period for clarity on Technical Proposal.*
- 6.2.2 *Sub-consultants experience / credentials shall not be eligible for scoring. Only consortium members will be eligible for scoring.*

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

| # | FINANCIAL TEAM | Weightage |
|-----------------------|----------------------------|---|
| 1. | Financial Team Leader | <p><u>Qualification:</u> CA/CFA/ICMA/ACCA/MBA (25%) Bachelors in Finance/Accounting/Business Admin (15%)</p> <p><u>Relevant Experience</u> Experience of transaction advisory</p> <p>More than10years 75% 7-10years 60% 5-7 years 40% Less than5 years 15%</p> |
| 2. | Project Finance Specialist | <p><u>Qualification:</u> CA/CFA/ICMA/ACCA/MBA (25%) Bachelors in Finance/Accounting/Business Admin (15%)</p> <p><u>Relevant Experience</u> Experience of raising project financing.</p> <p>More than10years 75% 7-10years 60% 5-7 years 40% Less than5 years 15%</p> |
| TECHNICAL TEAM | | Weightage |
| 1. | Architect / Master Planner | <p><u>Qualification:</u> BE Civil Engineering or Architecture or relevant (25%)</p> <p><u>Relevant Experience in</u> relevant field</p> <p>More than10years 75% 7-10years 60% 5-7 years 40% Less than 5 years 15%</p> |



| | | |
|-------------------|----------------------------------|---|
| 2. | Infrastructure & Building Expert | <p><u>Qualification:</u> BE Civil Engineering (25%)</p> <p><u>Relevant Experience</u> in relevant field</p> <p>More than10 years 75% 7-10 years 60% 5-7 years 40% Less than 5 years 15%</p> |
| 3. | Structural Engineer | <p><u>Qualification:</u> BE Civil Engineering (25%) / MS Structure</p> <p><u>Relevant Experience</u> in relevant field</p> <p>More than10years 75% 7-10years 60% 5-7 years 40% Less than5 years 15%</p> |
| 4. | Environmentalist | <p><u>Qualification:</u> BE Civil Engineering (25%) / Master in Environment Engineering</p> <p><u>Relevant Experience</u> in relevant field</p> <p>More than10years 75% 7-10years 60% 5-7 years 40% Less than 5 years 15%</p> |
| LEGAL TEAM | | Weightage |
| 1. | Legal Team Leader | <p><u>Qualification:</u> LLM / Bar at Law (25%) LLB (15%)</p> <p><u>Relevant Experience</u> Experience of legal advisory on infrastructure projects</p> <p>More than10 years 75% 7-10years 60% 5-7 years 40% Less than 5 years 15%</p> |
| 2. | Legal Expert | <p><u>Qualification:</u> LLM / Bar at Law (25%) LLB (15%)</p> <p><u>Relevant Experience</u> Experience of drafting procurement documents e.g. (EOIs, RFQ, RFP), Concession/PPP agreements / EPC contracts / agreement negotiations</p> <p>Morethan6years 75% 4-6years 60% 2-4years 40% Lessthan2years 15%</p> |



7. INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS 25.00 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP 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 GoP, 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 GoP 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP 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 GoP.

Name of Buyer:.....
Signature:.....
[Seal]

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



8. AFFIDAVIT

To:

Project Director Project/ Secretary,
Export Processing Zones
Authority, Government of
Pakistan,
Karachi

Re: Transaction Advisory Services for Karachi Export Processing Zone Phase-III

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) has not been convicted of, fraud, corruption, collusion or money laundering;
- (c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Consultancy Contract; and
- (d) does not fall within any of the circumstances for ineligibility listed in Section 2.16 (Basic Eligibility Criteria) of the Invitation for Proposal.

Yours Sincerely,

Authorized Signature
Name and Title Signatory
Name of Firm
Address

