

**SINDH BOARD OF INVESTMENT  
GOVERNMENT OF SINDH**

**REQUEST FOR PROPOSAL (RFP)**

**FOR HIRING CONSULTING SERVICES FOR CONDUCTING FEASIBILITY STUDY  
AND TRANSACTION ADVISORY SERVICES**

**FOR**

**MARBLE CITY KARACHI**

**NOVEMBER 2012**

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## REQUEST FOR PROPOSALS

### For Consultancy Services for

### CONDUCTING FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR MARBLE CITY KARACHI

Special Economic Zones are geographical regions that have economic and other laws that are more free-market-oriented than a country's typical or national laws. The Government of Pakistan has passed SEZ ACT in July 2012 which is aimed to attract Foreign Direct Investment by investors. The SEZ Act guarantees the investors to receive a ten year tax holiday on all income. It also provides one time exemption on all capital goods and machinery for the operation and management of the businesses within the zone. The Act envisages Sindh Board of Investment, Investment Department to be the focal body for all SEZ related matters in the province.

The SBI, Finance Department, Government of Sindh (GoS) is accordingly seeking services of a consulting firm/consortium for conducting Feasibility Study & Transaction Advisory services for following special economic zone:

- Marble City Karachi

This 'Request for Proposal (RFP) document' has been issued to only pre-qualified bidders. Sealed proposals should reach at the address for communication not later than 1600 hrs on or before 17<sup>th</sup> December 2012 on the following Address:

Director Administration  
Sindh Board of Investment, Government of Sindh  
Block B, First Floor, FTC Building,  
Shahrah-e- Faisal, Karachi.  
Tel: 021 99207512-14  
Fax: 021 99207515

**LETTER OF INVITATION**

To,

M/s. Engineering Consultants International Limited  
29 Block 7/8, D.C.H.S. (Darul-Aman Co-operative Housing Society),  
Shahrah-e-Faisal, Karachi 75350, Pakistan.  
Phone: +92 (021) 3454 2290-4 lines  
Fax: +92 (021) 3454 5255

Dear Mr. /Ms.

Sindh Board of Investment, Government of Sindh (hereinafter called “procuring agency/client”) invites proposals for: **Hiring of Consultancy Services Conducting Feasibility Study and Transaction Advisory Services for Marble City Project** Scope of services is provided in the terms of reference (TORs).

It is not permissible to transfer this invitation to any other firm.

A firm will be selected under Quality-Based Selection (QBS) method and procedures described in this RFP in accordance with the SPPRA Rules, 2010.

The RFP includes the following documents:

- Section 1- Letter of invitation
- Section 2- Instructions to training institutions (including data sheet)
- Section 3- Technical Proposal – Standard Forms
- Section 4- Financial Proposal – Standard Forms
- Section 5- Terms of Reference
- Section 6- Evaluation Criteria
- Section 6- Draft Integrity Pact

**Yours sincerely**

**Director Administration  
Sindh Board of Investment**

## **INSTRUCTIONS TO BIDDERS**

### **1. General**

#### 1.1 SBI invites “Technical and Financial Proposals or:

- ✓ Hiring of Consultancy Services for conduction feasibility study and transaction advisory services for “Marble City Project”.

from reputed Consulting Firms/Consortiums, having experience and technical capability for carrying out feasibility studies and providing transaction advisory services for the establishment of Special Economic Zone

#### 1.2 Marble City Introduction

Keeping in view the success of economic zones and industrial estates in developing specific sectors, both in the developed and newly industrialized countries, it has been decided to develop the same strategy to uplift the Marble and Granite sector in Sindh. The Marble City project shall have tremendous investment and growth potential for entrepreneurs being based on high end technology, innovation and services. The concept is based on a cutting edge stone technology, custom facilities and state of the art services combined to create largest and most technologically advanced industrial park for Dimension Stone (Marble & Granite) in Karachi.

In this regard, Sindh Board of Investment (the “SBI”), Government of Sindh has already acquired a 300 acre land area situated on Northern Bypass for the purposes of establishing the Project. Preliminary topographic survey and need assessment study have already been conducted and will be shared with the selected consulting firms/ consortia.

1.3 The Consulting Firm/Consortium is required to undertake this task as per Scope of Service mentioned in this RFP document. The services mainly required to conduct/development of feasibility study for Marble City includes but not limited to detail assessment of commercial viability. The task also include to provide transaction advisory which broadly include preparation of legal documentation etc. relating to final contractual agreements and finalizing the transaction(s).

1.4 A description of the assignment and its objectives are given in the detailed Scope of Work.

1.5 In case you consider that your firm possesses the requisite experience and the capabilities required for undertaking the assignment and is not under a declaration of ineligibility or debarred from doing business with SBI Government of Sindh, you may submit a proposal in response to this invitation. The manner in which the proposals are required to be submitted, evaluated and accepted is explained in the enclosed 'Request for Proposal' (RFP) document.

1.6 You are encouraged to inform yourself fully about the assignment and the local conditions before submitting the proposal by paying a visit to the Client and the project site, sending written queries to the Client, and attending a pre-bid conference on the date and time specified in the Data Sheet. Please note that no cost of any such visit or queries is reimbursable.

1.7 Financial Proposals of only those firms as are qualified in accordance with clause 6.2 hereof will be opened.

1.8 Please note that (i) costs of preparing the proposal, including visits to the SBI or the project site, are not reimbursable irrespective of the outcome of the evaluation process; and SBI is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons.

1.9 The proposals must be properly signed as detailed below:

- i. By the proprietor in case of a proprietary firm
- ii. By the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney shall accompany the proposal).
- iii. By a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal).
- iv. By the authorized representative in case of Consortium (A certified copy of the authorization shall accompany the proposal).
- v. 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:

- a. Date and place of signing;
- b. Purpose of Consortium (must include the details of contract works for which the consortium has been invited to bid);
- c. A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment;
- d. 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;
- e. An undertaking that the firms are jointly and severally liable to the Client for the performance of the services;
- f. Duties, responsibilities and powers of lead firm;
- g. The authorized representative of Consortium

1.12 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 same package will be summarily rejected. In such an event, all the proposals submitted by such firm and its Consortium or associate shall be rejected.

1.13 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 Works & Services Department to initiate further proceedings against the said Firm(s).



## 1.14 Schedule of Deliverables

The Deliverables given below shall be in linked with the scope of services to be taken by the consultants for this assignment.

## SCHEDULE OF SERVICES DELIVERY

	<b>Feasibility Phase</b>	<b>Payment Schedule*</b>	<b>Timeline**</b>
1.	Inception report	10%	1 month
2.	(a) Preliminary technical viability report (b) Legal and regulatory review report	15%	1 month
3.	Detailed technical analysis and feasibility report:	10%	2 months
4.	Commercial development plan,	10%	2 months
5.	Transaction structure analysis and report	20%	4 months

**Transaction Phase**

1.	Initiate Transaction Phase, Preparation of EOI, RFQ, RFP, IM, Concession Agreement	10%	3 months
2.	Preparation of Draft Concession Agreement	05%	1 month
3.	Evaluate the proposals from the pre-qualified bidders and handle queries, if any received in response to the RFP, of the pre-qualified bidders by holding a pre-bid conference(s). Selection/Finalization of developer with the PPP agreement between GOS, SPV and the Developer.	20%	4 months

\*The payment will be made after the submission and its subsequent approval of the final report for each deliverable.

\*\*All the timelines mentioned above are meant for individual tasks and shall commence after the signing of the consultancy agreement.

## **2. DOCUMENTS**

2.1. To enable you to prepare a proposal, please find and use the attached Documents listed in the Data Sheet.

2.2. Firms requiring a clarification of the Documents must serve upon the Client, a request in writing, 7 days before the closing date. Any request for clarification must be made in writing and sent to the Client's address indicated in the Data Sheet through courier or fax or email. The Client will respond in writing through fax or courier or email. Copies of the responses will be sent to all Consulting firm/consortiums who get the RFP document.

2.3. At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the Documents by amendment. The amendment will be notified in writing through fax or email to all consulting firms who got the RFP document and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals or change other specifications of the RFP which will be notified in writing through fax or email to all.

## **3. PREPARATION OF PROPOSAL**

The Request for Proposal is being sought under Quality Based Selection (QBS) method as described under Sindh PPRA Rules 2010. Here the procurement is One Stage two Envelopes. This means the responding Consulting Firms/ Consortiums are required to submit Technical and Financial Proposal separately for Each Region as specified in Clause 1.1 of this document. The proposal shall be sealed in separate covers:

**Cover 1:** Technical Proposal

**Cover 2:** Financial Proposal

The information shall be furnished in the formats prescribed in Appendices I and II.

### **3.1 Technical Proposal**

3.1.1 The envelope containing Technical Proposal shall contain all the information in the format prescribed in **Appendix I**.

3.1.2 While submitting the Technical Proposal, the firm shall ensure the following:

- a) The composition of the proposed team and Task Assignment to individual personnel shall be clearly stated. Consulting Firm/ Consortiums shall make their own assessment of support personnel to undertake the assignment. Additional staff or personnel if required to complete the assignment in the prescribed time, must be provided, within the total estimated cost only. Client shall not be responsible for any wrong assessment by Consulting Firm/Consortiums and shall not in any case bear any additional cost arising there from.
- b) No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.
- c) The key personnel shall remain available for the period indicated in the TOR. An undertaking to this effect must also be submitted. It is further clarified that all the key personnel are required available for full assignment period of 18 months.
- d) No alternative proposal to any key personnel shall be made and only one CV for position shall be furnished.
- e) CV needs to have been recently signed with date in blue indelible ink by the key personnel and countersigned by the authorized official of the Firm. Photocopy or unsigned/countersigned CVs shall be rejected. CV shall be along with proof of academic and work experience inform of Degrees or Certificates.
- f) CV shall contain the proof of qualification as well as an undertaking from the key personnel about his availability for the duration prescribed in the TOR. In order to check incorrect/ inflated bio-data of Key Personnel, the Client has the right to verify details mentioned in CV by writing to the Employer/University/ Institute indicated in the CV. The Consultancy Firm shall be liable for any incorrect information.
- g) If a firm as a Consortium is qualified on the strength of experience of a foreign company, requisite key personnel from that foreign company shall be fielded.
- h) In case a firm is proposing key personnel from educational/research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with his CV.

- i) The telephone no. of key personnel in the CV at the time of submission of proposal shall be mentioned.

3.1.3 Failure to comply with the requirements spelt out in Para 3.1.2 shall make the proposal liable to be rejected and the evaluation of Financial Proposal shall not be undertaken. If, individual, key personnel makes an averment regarding his qualification, experience, and it turns out to be false, or his commitment regarding availability for the project is not fulfilled at any stage after signing of the agreement, he shall be debarred for any future assignment in/with/of the Client. The firm shall also be liable for its authorized representative counter signing a CV, which is subsequently found to contain false and misleading statements or claims.

3.1.4 The Technical Proposal must not include any financial information.

### **3.2 Financial Proposal**

3.2.1 The envelope containing Financial Proposal shall contain all the information in the format prescribed in **Appendix II**.

- i. All the costs associated with the assignment shall be included in the proposal. These shall cover remuneration, research, accommodation, transportation, surveys, geo-technical investigations, preliminary facts/Assessment regarding Environmental & Social Impacts/ Investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all types of the tax liabilities and cost of insurance specified in the Data Sheet and the draft contract agreement.
- iii. Costs (including break down of costs) shall be expressed in Pak Rupees as per the requirement assessed by the Consulting firm/consortiums. **The payments shall be made only in Pak Rupees.**

## **4. SUBMISSION OF PROPOSALS**

4.1 The Applicants shall submit all the details required in this RFP Document. All pages should be numbered serially and by giving an index of submissions.

4.2 You must submit the proposal (Technical & Financial) as indicated in Data Sheet. Each proposal will be sealed in an outer envelope which will bear the address and information indicated in the Data Sheet. The envelope must be clearly marked: **“Consultancy Service for Marble City Project”**

4.2.1 The outer envelope will contain two separate envelopes, one clearly marked **‘Technical Proposal’** and the second clearly marked **‘Financial Proposal’**.

4.2.2 The Technical and Financial Proposal must be prepared in indelible ink and must be signed by the authorized representative of the Firm. The letter of authorization must be confirmed by a written power of attorney accompanying the proposals. All pages of the original Technical and Financial Proposals must be numbered and initialed by the person or persons signing the proposal.

4.3 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consulting firm/consortiums themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.

4.4 Your completed proposal must be delivered on or before the time and date stated in Data Sheet. SBI shall not be liable for any delay in submission of the Proposal within the stipulated period on any account whatsoever.

4.5 No bidder shall be allowed to alter or modify his bid(s) after the expiry of deadline for the receipt of the bids; Provided that the procuring agency may ask the bidders for clarifications needed to evaluate the bids but shall not permit any bidder to change the substance or price of the bid. However, the negotiations may be made with the selected firm, if required so, in accordance with the provisions under Rule 72 (2) of the SPP, Rules 2010.

4.6 Your proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

## **5. CANCELLATION OF BIDDING PROCESS**

5.1 A procuring agency may cancel the bidding process at any time prior to the acceptance of a bid or proposal. The procuring agency shall incur no liability towards the bidders, solely by virtue of its invoking 5.1. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation. The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.

## 6. PROPOSAL EVALUATION

6.1 A Single Stage two envelope procedure will be adopted in evaluating the proposal. In the first stage a technical evaluation of the technical proposals will be carried out under **Quality Based Selection (QBS)** method. Financial Proposal of firms/consortium attaining highest score in Technical evaluation shall be opened and negotiated for contract(s) within the same region. Unopened Financial Proposal will be returned to the concerned in due course of time. The Evaluation criteria under QBS are at **Appendix- III**.

### 6.2 Evaluation of Technical Proposal

6.2.1 The Consulting firm/consortium Evaluation Committee (CEC) appointed by the Client will carry out its evaluation applying the evaluation criteria and point system specified in the Data Sheet.

### 6.3 Submission of Financial Proposal

6.3.1 Total cost of Financial Proposal will be considered including all taxes. The CSC will determine whether the Financial Proposals are complete, qualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm/Consulting firm/consortium to be compensated and the liability to fulfill its obligations as per the terms of reference within the total quoted price shall be that of the Consulting firm/consortium.

#### **Rating System:**

The Technical Proposal will be evaluated on the basis of Firms Experience and the experience of the personnel. The criteria to be used for evaluation and working system to be followed shall be as under:

<b>S. No.</b>	<b>Description</b>	<b>Maximum points</b>
1.	Firm's relevant experience of similar Projects/Assignments	15
2.	Qualification and relevant experience of the proposed key personnel	65
3.	Adequacy of the proposed work plan and methodology in response to the TORs	20
<b>Total</b>		<b>100</b>

Description	Points
1. Firm's relevant experience of similar projects/Assignments	15
<p>Evaluation of bidders shall be based on the following criteria:</p> <p>a) Experience and past performance in similar contracts/projects i.e. conducting feasibility study and/ or transaction advisory services. ( Kindly enclose satisfactory service completion certificate / Evidence)</p> <ul style="list-style-type: none"> <li>• 10 to 15 Project            15 Marks</li> <li>• 05 to 09 Project            10 Marks</li> <li>• Less than 05 Projects.    05 Marks</li> </ul> <p>The Consultant/ Firms need to highlight the above mentioned experience in the technical proposal, facilitating the procuring agency to pick the relevant experience.</p>	15

<b>2. Qualifications and competence of the key staff for adequacy of the Assignment</b>		
<b>S.No</b>	<b>Key Personal</b>	<b>Points</b>
	<b>Financial Team</b>	<b>20</b>
1	Team Leader / Transaction Structuring Expert	10
2	PPP Expert	5
3	Financial modeling expert	5
	<b>Legal Team</b>	<b>10</b>
1	Transaction Documentation Expert	10
	<b>Technical Team</b>	<b>20</b>
1	Team Leader / Architect/ Master Planner	10
2	Civil Engineer	5
3	Structures /Technical Studies Advisory Expert	5
	<b>Environment Team</b>	<b>15</b>
1	Sociologist	10
2	Environmental Expert	05
<b>Total</b>		<b>65</b>

<b>2. Qualifications and competence of the key staff for adequacy of the Assignment</b>			
<b>Sr. No</b>	<b>KEY PERSONNEL</b>		<b>Total Points</b>
a)	<b>Financial Team</b>		20
	<b>1) Transaction Structuring Expert</b> <ul style="list-style-type: none"> <li>• Master/Bachelor in Finance or CA/ ACCA Experience in providing transaction advisory services in real estate projects <ul style="list-style-type: none"> <li>• 5 and above projects: 10 marks</li> <li>• 4 projects: 8 marks</li> <li>• 3 projects: 6 marks</li> <li>• 2 projects: 4 marks</li> </ul> </li> </ul>	<b>10</b>	
	<b>2) PPP Expert</b> <ul style="list-style-type: none"> <li>• Master/Bachelor in Finance or CA/ACCA/ACMA having experience of more then 10 years in handling PPP Projects <ul style="list-style-type: none"> <li>• 4 and above projects: 05 marks</li> </ul> </li> </ul>	<b>05</b>	



	<ul style="list-style-type: none"> <li>• 3 projects: 04 marks</li> <li>• 2 projects: 02 marks</li> <li>• 1 projects: 01 marks</li> </ul> <p><b>3) Financial Modeling Expert</b></p> <ul style="list-style-type: none"> <li>• Master/Bachelor in Finance having experience of more then 05 years having hands on financial modeling for real estate projects. <ul style="list-style-type: none"> <li>• 5 and above projects: 05 marks</li> <li>• 3 projects: 02 marks</li> </ul> </li> </ul>	<b>05</b>	
b)	<b>Legal Team</b>		10
	<p><b>1) Transaction Documentation Expert</b></p> <p>LLM/LLB having 10 years plus experience in corporate law and drafting of legal documents. Must have finalized at least documentation of more than one PPP project and must be bidding and contract documentation expert</p> <ul style="list-style-type: none"> <li>• 3 and above projects under PPPs: 10 marks</li> <li>• 2 projects under PPs: 5 marks</li> <li>• 1 project under PPPs: 2 mark</li> </ul>	<b>10</b>	
c)	<b>Technical Team</b>		20
	<p><b>1) Team Leader / Architect/ Master Planner</b></p> <p>Bachelor of Arch having post qualification experience of more then 15 years especially in Master Planning and allied activities.</p> <ul style="list-style-type: none"> <li>• More than 25 years of experience 10 Marks</li> <li>• Between 20 to 25 years 5 Marks</li> <li>• Between 15 to 20 years 2 Marks</li> </ul> <p><b>2) Civil Engineer/Urban Development Expert</b></p> <p>Masters in Civil Engineering specially in urban development with at least 10 years of experience.</p> <ul style="list-style-type: none"> <li>• More than 20 years of experience 05 Marks</li> <li>• Between 15 to 20 years of experience 3 Marks</li> <li>• Between 10 years to 15 years of experience 1 Marks</li> </ul> <p><b>3) Structure Engineer / Technical Studies Advisory Expert</b></p> <p>Masters in structural engineering with specialty in technical studies advisory expert</p>	<b>10</b>  <b>05</b>  <b>05</b>	

	<ul style="list-style-type: none"> <li>• More than 20 years of experience 05 Marks</li> <li>• Between 15 to 20 years of experience 3 Marks</li> <li>• Between 10 years to 15 years of experience 1 Marks</li> </ul> <p>d) Environment Team</p> <p>1) Sociologist</p> <p>Masters in Sociology with minimum of 10 years of post qualification experience.</p> <ul style="list-style-type: none"> <li>• More than 20 years of experience 10 Marks</li> <li>• Between 15 to 20 years of experience 05 Marks</li> <li>• Between 10 years to 15 years of experience 02 Marks</li> </ul> <p>2) Environmental Expert</p> <p>Master Degree Environmental Studies</p> <ul style="list-style-type: none"> <li>• More than 20 years of experience 10 Marks</li> <li>• Between 15 to 20 years of experience 05 Marks</li> <li>• Between 10 years to 15 years of experience 02 Marks</li> </ul>		

<b>3. Adequacy of proposed work plan and methodology in responding to TORs</b>		
A.	Understanding of TOR and Comments	5
B.	Quality of Approach and Methodology	10
C.	Work Program and Manning Schedule	5
<b>Total</b>		<b>20</b>
<b>Grand Total</b>		<b>100</b>

## 7 BID SECURITY

7.1 The Consulting firm/consortium shall deposit a Bid Security equivalent to 1% (one per cent) of the bid price, which shall remain valid for a period of 28 days beyond the validity period for bids, in order to provide the procuring agency reasonable time to act, if the security is to be called; 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 Bidder has the option to provide the Bid Security either as a Demand Draft, Pay Order or in the form of a Bank

Guarantee, acceptable to the Procuring Agency. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

## **7.2 PERFORMANCE SECURITY**

The successful consultant firm/consortium is required to submit Performance Security to protect SBI in case of breach of contract by the consultant/consortium. The security shall extend 120 days beyond the date of completion of contract to cover defects liability period or maintenance period subject to final acceptance by SBI. 5% performance security shall be submitted to this office in form of bank guarantee.

## **8. DISQUALIFICATION OF CONSULTING FIRM/CONSORTIUMS**

8.1 The procuring agency shall disqualify consulting firm/consortium, whether already pre-qualified or not, if it finds at any time, that the information submitted by him concerning his qualification and professional, technical, financial, legal or managerial competence as, consulting firm/consortium, was false and materially inaccurate or incomplete; or

8.2 At any stage has indulged in corrupt and fraudulent practices, as defined in Section 2 (q) of Part I-General Provisions of SPPRA rules 2010;

8.3 A consulting firm/consortium being aggrieved by the decision of the procuring agency regarding disqualification may seek relief through the mechanism of grievance redressal, as provided under Rule 31 of SPPRA 2010.

## **9. BAR ON HIRING IN CASE OF CONFLICT OF INTEREST**

The Consulting firm/consortiums shall not be hired if there is a conflict of interest. Any Consulting firm(s)/Consortium found to have a Conflict of Interest shall be disqualified.

## **10. MISCELLANEOUS**

The Bidding Process shall be governed by this RFP, and construed in accordance with, the laws of Pakistan and the Courts at Karachi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

## **11. INDEMNITY**

The Consulting firm/consortiums will indemnify the Client for any direct loss or damage that is caused due to deficiency in services.

## **12. AWARD OF CONTRACT**

The Contract shall be awarded to the best evaluated Consulting firm/consortium.

**13. TAX LIABILITY**

Government of Sindh will only deduct Income Tax on Services. Consulting firm/consortium has to assess all other taxes and cost of insurance while quoting the price in the financial proposal.

**14. THE ENVELOPES MUST BE CLEARLY MARKED:**

“ORIGINAL PROPOSAL”-Technical & Financial Proposal

**15. COMMENCEMENT OF ASSIGNMENT:**

The Consulting firm/consortium shall commence the services from the date of effectiveness of the contract at the project site within 7-days

**DATA SHEET**

1.	Name of the client	Sindh Board of Investment, Finance Department.
2.	Name of Project	HIRING OF CONSULTANCY SERVICES FOR CONDUCTING FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR MARBLE CITY PROJECT
3.	Method of selection	Quality Based selection as envisaged in the Sindh PRRA Rules, 2010
4.	Technical & Financial proposals are required	Single Stage Two Envelope
5.	Pre-Bid Meeting	10 <sup>th</sup> December, 2012
6.	Date of Receiving Clarification regarding RFP	13 <sup>th</sup> December, 2012
7.	Last Date for submission of proposals	17 <sup>th</sup> December, 2012
8.	Proposal Evaluation criteria	The evaluation of the technical and financial bids shall be held under Quality Based Selection (QBS) Sindh PPRA rules 2010
9.	The Attached Documents:	I) Terms of Reference (TOR) II) Letter of invitation (LOI) III) Appendices Appendix-I: Formats for Technical Proposal Appendix-II: Formats for Financial Proposal

Appendix-III: Evaluation Criteria		
10.	Objectives:	As mentioned in the Scope of work
11.	Clause on fraud and corruption:	As per the Sindh PPRA Rules, 2010
12.	Type of Contract:	Result based consultancy services where large part of payment is linked to achievement of objectives mentioned in the Scope of Work/TORs. Payment schedule is envisaged as follows:
13.	Bid Security	1 % ( to be submitted with Financial Proposal)
14.	Performance Security	5 %
15.	Agreement Stamping	Duly stamped @ 0.03 % of bid price by successful bidder at his own cost
16.	The Name of the Client	Sindh Board of Investment, Finance Department, Government of Sindh
17.	Proposal Validity period	90 days
18.	Proposal Submission address	Sindh Board of Investment, Finance Department, Government of Sindh (Ref. Para 2.2, 4.2)
20.	Consultancy required for	HIRING OF CONSULTANCY SERVICES FOR CONDUCTING FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR MARBLE CITY PROJECT
21.	Currency	The common currency is “Pak Rupee”
22.	Duration of the Project.	18 Months
23.	Telephone:	021-99207512-14
24.	Fax Number:	021-99207515
25.	Email:	marblecity.karachi@sbi.gos.pk

**APPENDIX - I**  
**(FORMATS FOR TECHNICAL PROPOSAL)**  
**(Form-I)**  
**TECHNICAL PROPOSAL**

FROM:                      TO:

Sir:

**Subject: Providing Consultancy Service for** \_\_\_\_\_

Regarding:   **Technical Proposal**

I/We Consulting firm/consortium/ Consultancy firm herewith enclose Technical Proposal for selection of my/our firm/organization as consulting firm/consortium for \_\_\_\_\_

Yours faithfully,

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

(Authorized Representative)

**(Form-II)**

**NAME OF PROJECT FOR WHICH TECHNICAL AND FINANCIAL  
PROPOSALS HAVE BEEN SUBMITTED**

**(Form-III)****FIRM'S REFERENCES****Relevant Services Carried out in the Last five Years Which Best Illustrate Qualifications:**

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client stated below:

Assignment Name:		Country:
Location within Country :		Professional Staff Provided by your firm:
Name of Client :		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 :		

**Signature of Authorized Representative  
(Certificate from Employer regarding experience  
should be furnished)**



**(FORM-IV)**

**CONSULTING FIRM/CONSORTIUM NAME:**

**APPROACH AND METHODOLOGY PROPOSED FOR PERFORMING THE  
ASSIGNMENT**

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

- 1 Composition of the team with reference to the ToR.
- 2 Technical Approach and Methodology
  - 1.1 Work Plan and
  - 1.2 Organization and Staffing
  
- 2 Approach for consultancy assignment with reference to the ToR.

**(Form-V)**

**COMMENTS/ SUGGESTIONS OF CONSULTING FIRM/CONSORTIUM**

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

**(Form-VI)**

**Composition of the Team Personnel and the task  
which would be assigned to each Team Member**

**Staff Information**

<b>Professional Staff</b>				
<b>Name of Staff</b>	<b>Firm</b>	<b>Area of Expertise</b>	<b>Position Assigned</b>	<b>Task Assigned</b>

**Form-VII)****Format of Curriculum Vitae (CV) For Proposed Key Staff/ Person**

1. Proposed Position: \_\_\_\_\_
2. Name of Staff: \_\_\_\_\_
3. Date of Birth : \_\_\_\_\_
4. Nationality: \_\_\_\_\_
5. Educational Qualification: \_\_\_\_\_

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained).

*(Please furnish proof of qualification)*

6. **Membership of Professional Societies:**

7. Publications:

*(List of details of major technical reports/papers published in recognized national and international journals)*

8. **Employment Record:**

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience **period of specific assignment must be clearly mentioned**, also give client references, where appropriate).

9. **Summary of the CV**

(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV).

**A) Education:**

Field of Graduation and year

Field of post graduation and year

Any other specific qualification

**B) Experience**

Total experience: \_\_\_\_\_ Yrs.

Responsibilities held:

i) Yrs.

ii) Yrs.

iii) Yrs.

Relevant Experience: Yrs.

**C) Permanent Employment with the Firm (Yes/No):** If yes, how many years:

If no, what is the employment?

Arrangement with the firm?

10. Details of the current assignment and the time duration for which services are required for the current assignment.

**11. Certification:**

1. I am willing to work on the project as indicated in the deployment schedule and as required during the assignment period of 18 months.
2. I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes me my qualification and my experience.
3. I understand that Agriculture Department, Government of Sindh may initiate debarment proceedings against me if I abandon the assignment before its completion.

**Signature of the Candidate**

Place: \_\_\_\_\_

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

**Signature of the Authorized Representative of the firm**

Place: \_\_\_\_\_

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

**Note:**

- i) Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm. Photocopies will not be considered for evaluation.
- ii) In order to check incorrect inflated bio-data of pay personnel, the client shall verify the details mentioned in CV by writing to the Employer indicated in the CV. The Consultancy firm shall be liable for any incorrect information.

## (Form-VIII)

**WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL**  
**MONTHS (in the Form of Bar Chart)**

**Staff Schedule**

N°	Name of Staff	Staff input (in the form of bar chart)						Total Staff-month input		
		1	2	3	4	5	6	Home	Field	Total
<b>Foreign</b>										
1	ABC									
2	ABC									
3	ABC									
4	ABC									
		<b>Subtotal</b>								
<b>Local</b>										
1	ABC									
2	ABC									

3	ABC											
4	ABC											
5	ABC											
6	ABC											
7	ABC											
		<b>Subtotal</b>										
		<b>Total</b>										

**(Form-IX)**  
**FIELD INVESTIGATION**

(1st, 2nd etc. are months from the date of assignment)

S.No.	Item of Work / Activities	Months								
1.										
2.										
3.										
4.										
5.										



**Appendix-II**  
**(Financial Proposal)**  
**(Form-I)**  
**FINANCIAL PROPOSALS**

**From:**  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**To:**  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Sir:

**Subject: Providing Consultancy Services for** \_\_\_\_\_

**Regarding: Price Proposal**

I/We Consulting firm/consortium/ Consultancy firm herewith enclose Financial Proposal for selection of my/our firm/organization as consulting firm/consortium for \_\_\_\_\_

Yours faithfully,

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

(Authorized Representative)

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

**(Form-II)****Format of Financial Proposal****Summary of Cost (in Local Currency PKR)**

The Financial Proposal should have the following information:

- 1 Financial Proposal Submission Form
- 2 Summary of Costs
- 3 Breakdown of Cost by Activity
- 4 Breakdown of remuneration
- 5 Reimbursable expenses

No.	Description	Amount (in
	<b>Subtotal</b>	
	Total cost net of service tax**	
	Service Tax	
	<b>TOTAL COSTS (Including Service Tax)</b>	

\*\* Total Cost Net of Service Tax shall be considered for financial evaluation

Note: No escalation shall be payable during the services

**Cost of Insurances shall not be allowed separately. These will be incidental to main items.**

**Rates for all items shall be quoted in figures as well as in words.**

**Appendix - III**  
**Evaluation Criteria**

The evaluation of the technical and financial bids shall be held under the Quality Based Selection (QBS).

**1. Evaluation of Technical Proposals**

1.1. The Technical Proposal will be evaluated on the basis of Consulting firm/Consortiums' relevant experience to be strictly examined on the basis of demonstrated ability of undertaking similar projects, its understanding of assignment, proposed methodology and Work Plan, the experience of Key Personnel. Only those Consulting firm/consortiums' 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 technical score. Financial proposals of those bidders who secure less than 70% marks shall be returned un-opened to the firm/consortium.

**2. Financial Bid opening**

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).

2.2 Confirm submission of bid security. In case the 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 Bid obtaining maximum score shall be declared as the Best Evaluated Bid and the consulting firm/consortiums offering the Best Evaluated Bid shall be declared 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.

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

## Scope of Work

SBI now invites consulting services proposals from reputable consulting firms/consortiums for conducting pre-feasibility study and providing transaction advisory services for the establishment of Marble City project under Public Private Partnership (PPP) Mode (the “Project”).

### *Description of work:*

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

1. Feasibility Phase; and
2. Transaction Phase

### Feasibility Phase

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

1. Inception report including detailed methodology for undertaking project
2. Preliminary technical viability report, commenting on:
  - a. site analysis, access road and infrastructure requirements, and
  - b. preliminary development cost estimates.
3. Legal and regulatory review report relating to land title and legal framework required for development of Marble City.
4. Detailed technical analysis report:
  - a. Preliminary design consisting conceptual/schematic master plan, proposed development phasing strategy and cost estimates;
  - b. Initial Environmental Examination;
  - c. Socio-Economic Assessment;
5. Commercial development plan, including stakeholder feedback on planned development infrastructure, willingness to pay and proposed lease terms for land allotments.
6. Transaction structure analysis:
  - a. Structure for ownership, operations and maintenance of Marble City.
  - b. Identification of development of other components of development under PPP.
  - c. PPP transaction structuring options analysis

- d. Legal viability assessment of proposed structures and identification of legal and regulatory aspects to be catered for, prior to developer solicitation, including land title, ownership, etc.
  - e. Development of a financial model, including identification of financial assistance required from GoS;
7. Detailed feasibility report

**The feasibility study should also cover various other technical aspects such as, safety, waste treatment and disposal, water treatment, utilities including power requirements for the facility, power sourcing options, etc. In addition to the above, the feasibility should also focus on options to undertake the project through private sector participation under PPP.**

### **Transaction Phase**

Focus of services under this phase shall be to attract potential developers/ investors to participate under the project and shall include, at the minimum, following activities:

1. Arrange investor/bidder conferences, road shows and investor visits to market the Project;
2. Preparation of the following transaction documents:
  - a. EOI (Expression of Interest);
  - b. RFQ (Request for Qualification);
  - c. RFP (Request for Proposal); and
  - d. Marketing documents such as IM (Information Memorandum) for Investors;
3. Preparation of a draft concession agreement on the basis of the finalized transaction and project structure;
4. Assist SBI in inviting proposals from the pre-qualified bidders and handle queries, if any received in response to the RFP, of the pre-qualified bidders by holding a pre-bid conference(s);
5. Provide assistance in evaluating bids;
6. Assist in final negotiation with preferred developer/ investor;
7. Assist in execution of the PPP agreement between GOS, SPV and the Developer.

**DRAFT INTEGRITY PACT****(to be filled and submitted with Bid documents by Bidding consulting firm)****DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE  
CONSULTING FIRM/CONSORTIUMS**

Contract Number: \_\_\_\_\_ Dated: \_\_\_\_\_

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

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

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

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consulting firm/consortium] 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, consulting firm/consortium, 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consulting firm/consortium] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consulting firm/consortium] 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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consulting firm/consortium] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/Consulting firm/consortium] 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 PA.

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**[Procuring Agency]**

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**[Consulting firm/consortium]**