GOVERNMENT OF SINDH

REQUEST FOR PROPOSAL

FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES

Pakistan's First Aquaculture Ecosystem — Building a Fully Enabled Blue Economy through Public Private Partnership Framework

RFP Ref. No.: MMC/SEZMC/Aquac/TAS/2025-26/342/

Date: 16th November 2025

ASSIGNMENT BRIEF

Sindh Economic Zones Management Company, Government of Sindh (**'Procuring Agency'**), is embarking on a transformative initiative to modernize and enhance the aquaculture landscape within the province that will serve as a benchmark aquaculture ecosystem. The Project aims to introduce modern, export-oriented shrimp farming practices through the development of earthen pond systems, hatcheries, and water management infrastructure. Additionally, the Project will facilitate the establishment of centralized processing facilities, feed mills, cold chain logistics, green energy systems, and export linkages ensuring commercial viability, sustainability, and global market competitiveness.

The Procuring Agency invites electronic bids from eligible individual firms or consortia (technical, financial, and legal consultants), to conduct a detailed feasibility study and provide comprehensive transaction advisory services, considering the Project's intended objectives, sustainability, viability, and performing a robust value for money analysis in accordance with the Sindh Public Procurement Act, 2009, and the Sindh Public-Private Partnership Act, 2010, including all relevant rules, regulations, instructions, guidelines framed thereunder (**'Assignment'**).

ASSIGNMENT SCOPE

The consulting scope of services for the Project under this Assignment includes, but is not limited to, the following:

- Conduct detailed feasibility study.
- Develop Master Plan for the Project.
- Review the existing legal, institutional, and regulatory framework, and identify potential bottlenecks with proposed solutions;
- Develop, evaluate, and prioritize various options, incorporating SWOT, CBA, VFM, NPV, and risk analysis for each option;
- Recommend a strategic path forward to the Government concerning planning, institutional arrangements, and financial viability;
- Analyze various PPP options with distinct structuring and risk allocation matrices;
- Prepare bidding documents for bids solicitation from private parties under the preferred PPP modality for each Project; and
- Perform all tasks described in the RFP while collaborating closely with the Projects' key stakeholders, primarily the Procuring Agency.

ELIGIBILITY CRITERIA

Prospective bidders (individual consulting firms or consortia) shall require to satisfy the specified eligibility and technical evaluation criteria, along with all other terms and conditions, supported by the relevant documentation specified in the RFP Document.

PRE-BID MEETING

MONDAY, 1st DECEMBER 2025 AT 1100 HRS. (PST) AT COMMITTEE ROOM OF SEZMC

BIDDING PROCESS

The procurement process for this Assignment is being conducted in accordance with the national competitive bidding procedure, using the quality-cost based selection method, as prescribed under the SPP Rules, 2010, and is open to all eligible bidders. The contract will be awarded to the bidder whose bid shall be determined to be the most advantageous bid, attaining the highest combined weighted technical and financial score in line with the criteria set out in the RFP Document.

Prospective bidders are required to submit only one (1) bid, comprising one (1) Technical Proposal and one (1) Financial Proposal, along with all other applicable supporting documents, as identified in the RFP Document, electronically via the Sindh PPRA E-Pak Acquisition & Disposal System ('SPPRA EPADS'), no later than **1300 hours PST on 18th December 2025** ('Bid Submission Deadline'). Physical Bids will not be accepted.

The Technical Proposals will be opened on the **18th December at 1400 hours PST (Bid opening)**in the presence of the bidders' representatives, who may wish to attend, at the office address provided below. Should the Bid Submission Deadline fall on a public holiday or be affected by any unforeseen circumstance, bids, including the bid securities, shall be received and opened on the immediately succeeding business day at the same stipulated time and venue. Following the evaluation of Technical Proposals, bidders who have submitted responsive Technical Proposals in terms of the RFP Document shall be invited to attend the opening of the Financial Proposals.

Bidders are required to furnish, as part of Technical Proposals, a scanned copy of bid security, no less than **PKR 5,000,000/- (Pak Rupees Five Million),** in the form of pay order/demand draft/bank guarantee, valid for twenty-eight (28) days beyond bid validity period, issued by a scheduled bank of Pakistan in favor of 'Sindh Economic Zones Management Company'. Original bid security, enclosed in a sealed envelope, shall be submitted via mail or by hand by Bid Submission Deadline at the address given below.

Prospective bidders may obtain the **RFP Document free of cost with effect from 20th November to 18th December 1200 hours,** 2025, electronically, by downloading from the websites of the SPPRA EPADS.

The Procuring Agency reserves all rights to: (a) cancel, modify, extend or reinitiate the bidding procedure; (b) accept or reject any bid or disqualify any or all bidders; (c) modify all or any dates stated in the RFP Document; or (d) amend the RFP Document, Assignment's cope, or issue clarifications thereof, at any time in accordance with the SPP Rules.

The address for the submission of the bid security is as under:

MANAGER, SINDH ECONOMIC ZONES MANAGEMENT COMPANY

2nd floor, Bahria Complex IV, Chaudhry Khaliq-uz-Zaman Road, Gizri, Clifton, Karachi.
+92 21 99332220, www.sezmc.gos.pk, www.pppunitsindh.gov.pk, www.sindhinvestment.gos.pk
aquaculture@sezmc.gos.pk **SPPRA EPADS** - https://portalsindh.eprocure.gov.pk/

Sindh Economic Zones Management Co.

GOVERNMENT OF SINDH
SINDH ECONOMIC ZONES MANAGEMENT COMPANY

STANDARD PROCUREMENT DOCUMENT

REQUEST FOR PROPOSALS
SELECTION OF CONSULTANTS

FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR THE DEVELOPMENT OF AQUACULTURE ECOSYSTEM PROJECT IN SINDH UNDER PUBLIC-PRIVATE PARTNERSHIP MODE

Address: 2nd Floor, Block A, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Karachi, Pakistan. Karachi
Website: https: www.sezmc.gos.pk / **E-mail:** aquaculture@sezmc.gos.pk
Telephone: +92 21 99332220

Request for Proposal Document
Selection of Consultants
National Competitive Bidding

FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR THE AQUACULTURE ECOSYSTEM PROJECT IN SINDH UNDER PUBLIC PRIVATE PARTNERSHIP MODE

RFP Reference No.:	SEZMC-PPP/PROC-AQUA/2025-26/___
Procuring Agency:	Sindh Economic Zones Management Company, Government of Sindh
Address:	2nd Floor, Block A, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Karachi, Pakistan. Karachi
Issued on:	20th November, 2025

Important Notice

This Request for Proposal document (**'RFP Document'**) is issued to prospective Bidders, whether individual firms or consortia, exclusively for the purpose of preparing and submitting Bids in connection with the Bidding Process concerning the Feasibility Study and Transaction Advisory Services for the AQUACULTURE PARK PROJECT in Sindh under Public-Private Partnership Mode (**'Assignment'**). This RFP Document is disseminated by the Sindh Economic Zones Management Company, Government of Sindh (**'Procuring Agency'**), solely for use by Bidders in their consideration of the Assignment, in accordance with the Sindh Public Procurement Rules, 2010 (**'SPP Rules'**).

Unless expressly defined otherwise herein, all capitalized terms shall carry the meanings ascribed to them within this RFP Document.

The Procuring Agency formulated this RFP Document for the Assignment, which was subsequently reviewed and approved by the consultant selection committee of the Procuring Agency, constituted pursuant to the SPP Rules. Neither the Procuring Agency, its constituent entities, nor any of their respective employees, personnel, or agents, provide any representation or warranty, whether expressed or implied, as to the accuracy or completeness of the information contained within this RFP Document or any other document furnished to a Person in relation to the Bidding Process for the Assignment. Accordingly, these parties shall bear no liability whatsoever for this RFP Document or for any other written or oral communication transmitted to a recipient during such recipient's evaluation of Bids. Furthermore, none of these parties, their employees, personnel, agents, consultants, advisors, or contractors shall be liable to reimburse or compensate any recipient for any costs, fees, damages, or expenses incurred by said recipient in the evaluation of or action upon this RFP Document, or otherwise in connection with the Assignment as contemplated herein.

The submission of Bids in response to this RFP Document by any Bidder shall signify the Bidder's full understanding and unconditional acceptance of all terms and conditions stipulated within this RFP Document. Such submission shall be irrevocably deemed as an acknowledgment and acceptance of all terms and conditions set forth herein. Any Bid submitted by a Bidder pursuant to this RFP Document shall be interpreted on the basis that the Bidder has conducted a thorough and meticulous examination of this RFP Document, inclusive of any clarifications, addenda, or corrigenda issued by the Procuring Agency, and has independently verified all information, whether written or verbal, received from the Procuring Agency (including its employees, personnel, agents, consultants, advisors, and contractors).

This RFP Document does not, and shall not be construed to, constitute a solicitation for transaction advisory services or an invitation to participate in the Assignment in any manner, nor shall it imply or constitute any guarantee or commitment, of any nature, on the part of the Procuring Agency that the Contract for the Assignment will be awarded. The Procuring Agency expressly reserves the right, in its sole and absolute discretion, and to the fullest extent permissible under the SPP Rules, to modify this RFP Document, alter the scope of the Assignment, or cancel the Bidding Process at any stage, without incurring any liability to reimburse or compensate any recipient for costs, taxes, expenses, or damages that may be incurred by such recipient as a consequence of such actions.

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Section I – Letter of Invitation

RFP Ref No.: SEZMC-PPP/PROC-AQUA/2025-26/___
Karachi, dated 16th November 2025

The Sindh Economic Zones Management Company, Government of Sindh (**'Procuring Agency'**) is embarking on a transformative initiative to modernize and enhance the aquacultural landscape within the province. This involves establishing an Aquaculture Park in District Thatta. The Park will serve as a model zone, featuring modern hatcheries, pond systems, water management infrastructure, and processing facilities, aimed at attracting private investment, fostering sustainable practices, boosting exports, and creating employment opportunities, intended to be executed under viable public-private partnership (PPP) model (**'Project'**):

To advance the Project, the Procuring Agency hereby invites bids through SPPRA E-Pad from eligible bidders/ consultants (individual firms or consortia) possessing the requisite technical, financial, and legal expertise prescribed in the RFP Document. The selected consultant will conduct a detailed feasibility study and provide transaction advisory services, considering the Project's intended objectives, sustainability, viability, and value for money following the Sindh Public Procurement Act, 2009, and the Sindh Public-Private Partnership Act, 2010, including the relevant rules, regulations, instructions, guidelines framed thereunder (**'Assignment'**).

The consulting scope of services for the Projects under this Assignment includes, but is not limited to the following tasks:

- **Phase I – Transaction Preparation**
  - **Inception Report**
  - **Feasibility Report**
    - Technical Feasibility
    - Master Plan
    - Utilities requirement assessment
    - Environmental & Social Impact Assessment
    - Land Acquisition and resettlement plan
    - Legal and Regulatory Assessment
    - Financial Viability Assessment
    - PPP Option Analysis
  - **Marketing and Investor Outreach**
    - Sector Insight Study
    - Marketing and communication strategy development
    - Investor and Stakeholder Sensitization
    - Investor Conference / Road Show
    - Market Assessment Report
    - Comparative Best Practices Study – Shrimp Farming
  - **Transaction Structure Report**
- **Phase II – Transaction Implementation / Bid Management**
  - Biding Package
  - Bid Evaluation Reports
  - Letter of Award

- **Phase III – Transaction Negotiations and Financial Close**
  - Transaction negotiation and signing of Concession(s)
  - Financial Close

The Assignment procurement procedure will be conducted through national competitive bidding, using the quality-cost based selection criteria as prescribed under the Sindh Public Procurement Rules, 2010 (**'SPP Rules'**), and is open to all eligible bidders. The contract will be awarded to the bidder whose bid ti attaining the highest combined weighted technical and financial score following the criteria set out in the RFP Document.

Prospective bidders may seek further information by acquiring the RFP Document free of cost with effect from 20th November to 18th December 2025, by downloading it from Procuring Agency website or SPPRA E-PADS.

Interested Parties intending to submit a Bid are required to submit only one (01) Bid, comprising of one (01) Technical Proposal and one (1) Financial Proposal, along with other documents (as applicable), as identified in the RFP, through the SPPRA E-PADS, which can be accessed using the link provided in Section II (Data Sheet) of the Instructions to Bidders, no later than 1300 Hrs. PST on 18th December, 2025 (**'Bid Submission Deadline'**) at the submission address provided below. Any bid received after the Bid Submission Deadline, for any reason, will be rejected.

The bids (Technical Proposals only) will be opened publicly in the presence of bidders' representatives, who may wish to attend, on the Bid Submission Deadline at 1400 Hrs. (PST) at the office address provided below. However, in the case of a public holiday announced by the Government or due to any unavoidable circumstances on the Bid Submission Deadline, the bids will be received and opened on the next business/ working day at the same time and venue.

The bids submitted must remain valid for ninety (90) days effective from the Bid Submission Deadline and must be accompanied by a bid security not less than PKR 5,000,000 (Five million) pay order/ demand draft/ bank guarantee, valid for twenty-eight (28) days beyond the bid validity period, issued by a scheduled bank of Pakistan in favor of **"Sindh Economic Zones Management Company" (NTN: 5074367)**.

The Procuring Agency reserves the right to reject any or all bids and may cancel the bidding process prior to the acceptance of a bid, subject to the relevant provisions of the SPP Rules.

The below address is for the submission and opening of bids:

Attention: Manager, Sindh Economic Zones Management Company
Address: 2nd Floor, Block A, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Karachi, Pakistan. Karachi

Phone: +92 21 99332220
Email: aquaculture@sezmc.gos.pk
Website: https://www.sezmc.gos.pk
Procuring Agency - Sindh Economic Zones Management Company
Sind Investment Department- https://sindhinvestment.gos.pk/
PPP Unit - https://www.pppunitsindh.gov.pk/
SPPRA PPMS - https://ppms.pprasindh.gov.pk/PPMS/

Section II – Instructions to Consultants

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Section II – Instructions to Consultants

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) **'Authority'** means the Sindh Public Procurement Regulatory Authority (SPPRA).

(b) **'Assignment'** means the procurement of services ascribed thereto in the RFP (Section I – Letter of Invitation) and Section II (Bid Data Sheet) of the RFP Document.

(c) **'Best Evaluated Bid'** means, in the case of Public Private Partnership Projects, a bid that attains the highest score under criteria laid down in Rule 84 of the SPP Rules, read with the evaluation criteria specified in the respective bidding documents.

(d) **'Bid'** means a tender or an offer, comprising a Technical Proposal and a Financial Proposal, submitted in separate sealed envelopes in accordance with the RFP Document, by a Person expressing willingness to undertake the Assignment at a proposed Bid Price in response to the RFP Document issued by the Procuring Agency.

(e) **'Bidder'** means a Person or Consortium that submits, or intends to submit, a Bid in response to this RFP Document.

(f) **'Standard Bidding Documents'** means the documents notified by the Authority for the preparation of Bids in a uniform manner.

(g) **'Bid Price'** means the consultancy fee for providing services under this Assignment as quoted by the Bidder in its Financial Bid.

(h) **'Bidding Procedure'** or **'Bidding Process'** means the procurement procedure under which the Bids are invited, received, opened, examined, and evaluated by the Procuring Agency for the purpose of Contract award, in accordance with this RFP Document, including the SPP Rules.

(i) **Board'** means the Public-Private Partnership Board established under Section 4 of the Sindh Public-Private Partnership Act, 2010.

(j) **'Business Days'** means normal working days in the province, excluding Saturday, Sunday, and official Government holidays.

(k) **'Calendar Days'** means any day of the week, including weekends and public holidays.

(l) **'Conditional Bid'** means a Bid that imposes conditions or deviates substantially from, modifies, or contravenes any of the terms, conditions, specifications, or requirements of this RFP Document.

(m) **'Conflict of Interest'** means any situation where: (i) a Bidder (or any party affiliated with the Bidder) provides, could provide, or could be perceived as providing, biased professional advice to the Procuring Agency to obtain an undue advantage for itself or those affiliated with it; (ii) a Bidder (or any party affiliated with the Bidder) receives or gives any remuneration, directly or indirectly, in connection with the Assignment, except as expressly provided for in the Contract; (iii) any engagement in consulting or other procurement activities of a Bidder (or any party affiliated with the Bidder) conflicts with its role or relationship with the Procuring Agency under the Contract; or (iv) an official of the Procuring Agency directly involved in the Bidding Process has a financial or economic interest, whether direct or indirect, in the outcome of the procurement.

(n) **'Consortium'** means a group of two or more Persons (which may include technical, financial, social & environmental, and legal members) lawfully associated to submit a single Bid.

(o) **'Consultancy Service Agreement'** or **'Contract'** means the legally binding agreement, incorporating all terms and conditions (including general and special conditions, specifications, drawings, and the Terms of Reference/scope of the Assignment), to be executed between the Procuring Agency and the Bidder whose Bid is determined to be the Most Advantageous Bid, pursuant to the selection method and criteria specified in this RFP Document and in accordance with the SPP Rules.

(p) **'Consultant'** means a professional entity capable to study, design, organize, evaluate, and manage

projects, or assess, evaluate, and provide specialist advice or technical assistance for policy-making, institutional reforms, and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, and nongovernmental organizations.

(q) **'Detailed Design'** means the final engineering and technical design of a Project, based on which the Project construction or development shall be undertaken by the concessionaire or Private Party following the execution of the concession agreement.

(r) **'Data Sheet'** means Section II of this RFP Document, which specifies conditions and information particular to this Assignment and supplements these Instructions to Consultants.

(s) **'Eligible Bidder'** means a Bidder whose Technical Proposal is found to meet the eligibility and technical evaluation criteria specified in this RFP Document, thereby qualifying for the opening and evaluation of its Financial Proposal.

(t) **'Financial Bid'** or **'Financial Proposal'** means the financial component of the Bid submitted by the Bidder in accordance with this RFP Document, detailing the costs for the Assignment.

(u) **'Financial Close'** means the stage at which all loan agreements are executed with lenders and the requisite equity is arranged by the Special Purpose Vehicle/Company (SPV) of the private party (the preferred bidder for Project implementation), ensuring that the complete funding required to implement the Project is secured to the full satisfaction of financing agreement conditions for loan disbursement.

(v) **'Foreign Company'** means any company or corporate body incorporated outside Pakistan that has an established place of business or liaison office in Pakistan, whether directly or through an agent, physically or via electronic mode, or otherwise conducts any business activity in Pakistan.

(w) **'Government'** means the Government of Sindh.

(x) **'International Financial Institution'** means a financial institution established by more than one country and includes multilateral and regional development banks.

(y) **'Instructions to Consultants'** means this document (Section II of the RFP Document), which provides Bidders with all the information necessary for the preparation of their Bids.

(z) **'Key Professional Staff'** or **'Key Experts'** means the core team of professionals proposed by the Bidder, possessing the requisite qualifications and experience, to undertake the key activities of the Assignment.

(aa) **'Letter of Award'** means the formal letter of acceptance of a Bid issued by the Procuring Agency to the Bidder whose Bid has been determined to be the Most Advantageous Bid, in accordance with the criteria and other terms and conditions set forth in this RFP Document.

(bb) **'Lead Member'** means the financial member of a Consortium (being an enterprise, firm, or company registered as a National Company with the relevant authorities, as applicable, in Pakistan) designated with the primary responsibility to the Procuring Agency for leading and coordinating the execution of the entire Assignment.

(cc) **'Letter of Invitation'** means the document included as Section I of this RFP Document, issued by the Procuring Agency to solicit Bids from Eligible Bidders in accordance with the SPP Rules.

(dd) **'Most Advantageous Bid'** means a Bid that: (i) meets all eligibility and qualification criteria; (ii) is found to be substantially responsive to all terms, conditions, and specifications set out in this RFP Document; and (iii) is evaluated as the highest-ranked Bid based on the quality and cost evaluation methodology, as further specified in this RFP Document.

(ee) **'National Company'** means any any enterprise, firm, or company established or incorporated in Pakistan in accordance with applicable Pakistani laws.

(ff) **'Person'** means a consulting firm or legal entity (including a sole proprietorship, partnership, public or private company, or corporation incorporated in accordance with applicable laws) or a Consortium/Joint-Venture of such firms or entities formed in accordance with this RFP Document.

(gg) **'PPP Policy Board'** means the Board constituted under Section 4, to perform the functions outlined under Section 5, of the Sindh Public-Private Partnership Act, 2010.

(hh) **'Public Private Partnership'** or **'PPP'** means a contractual arrangement between a public sector agency and a private sector party, leveraging the expertise and resources of each partner to deliver public services or infrastructure, through an appropriate allocation of resources, risks, and rewards, to meet clearly defined public needs.

(ii) **'Private Party'** means a person or entity that enters into a PPP agreement with a Government Agency, and includes a foreign government, an entity owned or controlled by a foreign government, or a company incorporated under the laws of Pakistan.

(jj) **'Procuring Agency'** or **'Agency'** means the department, as identified in the Data Sheet, which issues this RFP Document, manages the Bidding Process, and will enter into the Contract with the selected Bidder.

(kk) **'Project'** means a project implemented as a PPP in one of the infrastructure sectors listed in Schedule I of the Sindh Public-Private Partnership Act, 2010.

(ll) **'Proposals'** means the Technical Proposal and the Financial Proposal, submitted by a Bidder in separate sealed envelopes in accordance with the RFP Document.

(mm) **'Request for Proposal'** or **'RFP'** means this bidding document in its entirety, including all sections, forms, annexures, and any addenda or

corrigenda subsequently issued by the Procuring Agency for the selection of a Bidder in accordance with the SPP Rules.

(nn) **'Response Document'** means a document issued by the Procuring Agency providing clarifications or responses to queries raised by prospective Bidders in connection with this RFP Document, in accordance with the SPP Rules.

(oo) **'SPP Rules'** means the Sindh Public Procurement Rules, 2010, as amended from time to time, and includes any instructions, guidelines, regulations, or orders issued thereunder.

(pp) **'Sub-Bidder'** means any person to whom the Bidder proposes to subcontract any part of the Services in accordance with the terms of this RFP Document.

(qq) **'Technical Bid'** or **'Technical Proposal'** means the technical component of the Bid to be submitted by the Bidder in accordance with this RFP Document, detailing the approach, methodology, qualifications, and experience with supporting documents, as applicable, for undertaking the Assignment.

(rr) **'Terms of Reference'** or **'TOR'** means the document included as Section V of this RFP Document, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Agency and the Bidder, expected results and deliverables of the Assignment, and payment mechanism to undertake the Assignment.

1.2 The words and expressions used but not specifically defined in the RFP Document shall have the same meaning as are assigned to them in the Sindh Public Procurement Act, 2009, and the Sindh Public-Private Partnership Act, 2010 (as amended). n the absence of a definition in said Acts, or rules framed thereunder, terms shall be interpreted according to their ordinary and common usage in the English language.

2. Introduction

2.1 The Procuring Agency, as named in the Data Sheet, will select a Bidder in accordance with the selection method and criteria specified in the Data Sheet and this RFP Document.

2.2 Eligible Bidders (shortlisted if so as applicable and mentioned in the Data Sheet) are invited to submit a Technical Proposal and a Financial Proposals, or a Technical Proposal only, as specified in the Data Sheet. The submitted Proposal(s) will form the basis for Contract negotiations and, ultimately, for a signed Contract with the selected Bidder.

2.3 Prospective Bidders are required to thoroughly familiarize themselves with all applicable laws, rules, and the terms and conditions contained within this RFP Document and to take them into account when preparing their Proposals. Bidders are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attendance at any such pre-proposal conference is optional, unless otherwise stated in the Data Sheet. Bidders may liaise with the Procuring Agency's designated representative, named in the Data Sheet, for clarifications in accordance with the procedures outlined herein.

2.4 Bidders shall bear all costs, expenses, and liabilities associated with the preparation and submission of their Proposals and any subsequent contract negotiations. The Procuring Agency reserves the right, in accordance with the SPP Rules, to annul the Bidding Process or reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder(s) and without any obligation to inform the affected Bidder(s) of the grounds for the Procuring Agency's action.

2.5 Procuring Agency may provide certain facilities and inputs if, and as, specified in the Data Sheet.

3. Conflict of Interest

3.1.1 Bidders/Consultants are required to provide professional, objective, and impartial advice and to hold the Procuring Agency interests paramount. They shall strictly avoid any conflict with other assignments or their own corporate or personal interests. Bidders have an unequivocal obligation to disclose to the Procuring Agency any situation of actual, potential, or perceived Conflict of Interest that impacts, or could impact, their capacity to serve the best interest of the Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract, in addition to any other remedies available to the Procuring Agency under the SPP Rules.

3.1.2 Without limitation on the generality of the foregoing, Bidders/ Consultants (and any of their affiliates) shall be considered to have a Conflict of Interest and shall not be eligible for award of a Contract under, inter alia, any of the following circumstances:

(a) A Bidder/ Consultant that has been engaged by the Procuring Agency to provide goods, works, or services (other than consulting services) for a project, or any of its affiliates, shall be disqualified from providing consulting services related to those specific goods, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing goods, works, or services (other than consulting services that are a natural continuation of the initial assignment, if explicitly permitted) resulting from or directly related to the firm's consulting services for such preparation or implementation.

(b) A Bidder/ Consultants (including its personnel and sub-consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may place it in a position of conflict with another assignment of the Consultant/Bidder being executed for the same Procuring Agency or for another Procuring Agency, if such conflict could impair its capacity to act in the best interest of the Procuring Agency.

(c) A Consultant/ Bidder (including its personnel and sub-consultants) that has a business or family relationship with a member of the Procuring Agency's staff, or any member of a relevant committee or board of the Procuring Agency, who is directly or indirectly involved in any part of:

(i) the preparation of the Terms of Reference for this Assignment;

(ii) the selection process for such Assignment; or

(iii) the supervision or administration of the Contract resulting from such Assignment, may not be awarded a Contract unless the conflict has been demonstrably resolved in a manner acceptable to Procuring Agency and in accordance with applicable laws.

Conflicting Relationship

3.2 Government officials and civil servants may only be hired as Consultants (either individually or as part of a Bidder's team) if:

(a) They are certified to be on leave of absence without pay from their official position;

(b) They are not being hired by the agency for which they were working immediately prior to their leave, and a minimum specified period of six months;

(c) They submit the requisite documents as identified in the Data Sheet; and

(d) Their employment as a Consultant would not give rise to any Conflict of Interest, actual or perceived, as defined herein or under applicable law.

4. Fraud and Corruption

4.1 It is the Government's and the Procuring Agency's policy to require that Bidders, Consultants, suppliers, and contractors under contracts financed by public funds observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency adheres to the SPP Rules, which define, for the purposes of this provision, the terms set forth below as **'Corrupt and Fraudulent Practices'**:

(a) **'Coercive Practice'** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to improperly influence the actions of a party, to achieve a wrongful gain, or to cause a wrongful loss to another party.

(b) **'Collusive Practice'** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve an improper purpose, including influencing improperly the actions of another party or the Procuring Agency, or to establish prices at artificial, non-competitive levels, with or without the knowledge of the Procuring Agency, for any wrongful gain.

(c) **'Corrupt Practice'** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party or an official of the

Procuring Agency in the procurement process or in contract execution.

(d) **'Fraudulent Practice'** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party or the Procuring Agency to obtain a financial or other benefit or to avoid an obligation.

(e) **'Obstructive Practice'** means deliberately destroying, falsifying, altering, or concealing evidence material to an investigation or making false statements to investigators in order to materially impede an investigation by the Procuring Agency or other competent authorities into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights provided for under the SPP Rules and the Contract.

Pursuant to SPP Rule 35, a Procuring Agency can, inter alia, disqualify or blacklist a Bidder or Consultant found to be indulging in any Corrupt and Fraudulent Practices. Such debarment or blacklisting shall be duly publicized and communicated to the SPPRA. Any Bidder or Consultant subject to such action shall be accorded an adequate opportunity of being heard prior to a final decision.

5. Integrity Pact

5.1 Pursuant to Rule 89 of the SPP Rules, each Bidder (in the case of a Consortium, each member), as part of its Technical Proposal, shall be required to submit a signed copy of an Integrity Pact in the format prescribed by the Authority and attached hereto as Appendix-A, for all procurements. Failure to submit the Integrity Pact may result in disqualification.

6. Eligible Consultants

6.1 If a shortlisting or pre-qualification process has been undertaken through a Request for Expression of Interest (REOI) in accordance with Rules 73 & 74 of the SPP Rules for the Contract(s) for which this RFP document is being issued, only those firms (and, in the case of Consortium, with the same partner(s) and substantially the same Consortium structure as pre-qualified/shortlisted) that were formally pre-qualified or shortlisted are eligible to submit a Bid.

6.2 Bidders/ Consultants shortlisted as a result of a prior REOI process, if any, are eligible to participate, subject to the conditions stated in 6.1.

7. Eligibility of Sub-Consultants

7.1 A shortlisted or pre-qualified Bidder/ Consultant (if applicable, as per ITC Clause 6) shall not be permitted to associate, for the purpose of this Bid, with other consultants or entities that participated in the shortlisting/pre-qualification process and failed to qualify, unless otherwise expressly permitted by the Procuring Agency in writing due to exceptional circumstances and in accordance with SPP Rules.

8. Only One Proposal

8.1 Each Bidder (including each member of a Consortium) may submit only one Bid in response to this RFP, either individually or as a partner in a Consortium. If a Bidder submits or participates in more than one Bid (either individually or as a partner in different Consortia), all such Bids involving that Bidder shall be disqualified. Furthermore, participation of the same sub-consultant, including individual experts or Key Professional Staff, in more than one Bid submitted by different Bidders is not allowed, and may result in the disqualification of such Proposals.

9. Proposal Validity

9.1 The Data Sheet shall indicate the required Proposal validity period, which shall not be more than ninety (90) Days for National Competitive Bidding (NCB) and one hundred and twenty (120) Days for International Competitive Bidding (ICB), from the Bid Submission Deadline. During this period, Bidders shall maintain the availability of the Key Professional Staff nominated in their Technical Proposal. The Procuring Agency will make its best effort to complete negotiations and award the Contract within this period. Should the need arise, however, the Procuring Agency may request Bidders, in writing, to extend the validity period of their Proposals in accordance with the SPP Rules.

9.2 Bidders who agree to such an extension shall confirm in writing:

(a) Their agreement to the extension of the Bid validity; and

(b) That they maintain the availability of all Key Professional Staff nominated in the Technical Proposal. Alternatively, if Key Professional Staff are no longer available, the Bidder may, with their confirmation of the extension, propose replacement staff of equal or superior qualifications and

experience for the Procuring Agency's review and approval. Such approval shall not be unreasonably withheld. The Procuring Agency will assess such replacements to ensure the Bidder's proposal remains responsive and capable. Bidders who do not agree to an extension request have the right to refuse, and their refusal shall not result in the forfeiture of their Bid Security, though their Bid will no longer be considered for award.

9.3 Bidders shall submit the required Bid Security, in the amount and form specified in the Data Sheet, along with their Financial Proposal. The Bid Security shall not less than PKR 5,000,000 (Five million) pay order/ demand draft/ bank guarantee, valid for twenty-eight (28) days beyond the bid validity period, issued by a scheduled bank of Pakistan in favor of "Sindh Economic Zones Management Company" (NTN: 5074367).

10. Clarification and Amendment in RFP Documents

10.1 Bidders may request clarification of any part of this RFP Document in writing (or by email, as specified in the Data Sheet). Such requests must be received by the Procuring Agency at the address indicated in the Data Sheet no later than the date specified therein, which shall typically be at least five (5) Calendar Days prior to the deadline for submission of Bids. The Procuring Agency shall respond in writing (which may include email and posting on its website and/ or the SPPRA website) to such queries within three (3) Calendar Days of receipt, or as otherwise specified in the Data Sheet. The compiled queries and responses (without identifying the source of the inquiry) shall be communicated to all parties who have obtained the RFP Document directly from the Procuring Agency. Should the Procuring Agency deem it necessary to amend the RFP Document as a result of a clarification, it shall do so following the procedure under Clause 10.2.

10.2 At any time before the deadline for submission of Bids, the Procuring Agency may amend this RFP Document by issuing an addendum or corrigendum in writing. Any such addendum or corrigendum shall be considered an integral part of the RFP Document and will be communicated in writing (email or registered post or courier and posting on its website and the SPPRA website) to all Bidders who have obtained the RFP Document. Bidders shall acknowledge receipt of all amendments in writing to the Procuring Agency. To give Bidders reasonable time to take an amendment into account in preparing their Bids, the Procuring Agency may, at its discretion, particularly if the

amendment is substantial, extend the deadline for the submission of Bids in accordance with the SPP Rules.

11. Preparation of Proposals

11.1 In preparing their Proposal, Bidders are expected to examine in detail all sections and requirements of this RFP Document. Material deficiencies in providing the information requested (including, but not limited to, deviations from scope, insufficient demonstration of experience, lack of qualification of personnel, or non-compliance with eligibility criteria or minimum qualification score) may result in the rejection of a Bid.

11.2 The Data Sheet will indicate either the estimated number of Professional Staff-months or the total available budget for the Assignment, but not both. Bidders shall base their Proposals on the specific parameter (staff-months or budget) provided by the Procuring Agency in the Data Sheet.

12. Language

12.1 The Proposal, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency, shall be written in the language specified in the Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the Data Sheet, in which case, for purposes of interpretation of the Bid, the language specified in the Data Sheet for translation shall govern. While not mandatory, it is desirable that the Bidder's Key Professional Staff possess a working knowledge of regional languages of Pakistan relevant to the Assignment's location.

13. Technical Proposal Format and Content

13.1 While preparing the Technical Proposal, Bidders shall give due attention to the following:

(a) If a considers that it does not possess all the requisite expertise for the Assignment, it may associate with other firms or entities in a Consortium or through a sub-consultancy arrangement, as appropriate and permissible under the Data Sheet, to achieve a full range of expertise. International Consultants are encouraged to seek the participation of local Pakistani Consultants by entering a partnership as a Consortium or subcontracting part of the Assignment, subject to SPP Rules and any specific requirements in the Data Sheet.

(b) For Assignments on a staff-time basis, the estimated number of professional staff-months, if provided, will be given in the Data Sheet. The Bidder's

proposal shall, however, be based on the number of professional staff-months estimated by the Bidder itself as necessary to complete the Assignment. For fixed-budget based assignments, the available budget will be stated in the Data Sheet, and the Bidder's Financial Proposal shall not exceed the budget.

(c) It is desirable that majority of the Key Professional Staff proposed are permanent employees of the Bidder or have an established and stable working relationship with the Bidder or its constituent members (in case of a Consortium/JV).

(d) Proposed Key Professional Staff must, at a minimum, possess the experience and qualifications indicated in the Data Sheet and/or Terms of Reference, preferably including experience working under similar geographical and contextual conditions.

(e) Alternative professional staff for any single position shall not be proposed, and only one Curriculum Vitae (CV) shall be submitted for each Key Professional Staff position identified.

13.2 Depending upon the nature of the Assignment, the Bidder shall provide the following information, using the standard forms provided in Section III of this RFP Document, and indicating whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) is required as specified in the Data Sheet:

(a) A brief description of the Bidder's organization (and of each Consortium member, if applicable) and an outline of recent experience on assignments of a similar nature. For each such assignment, the outline should indicate, inter alia, the profiles of the staff involved, the duration of the assignment, the contract amount, and the firm's specific involvement and responsibilities **(Form TECH-2)**.

(b) Any comments or suggestions on the Terms of Reference, and on the data, list of services, and facilities to be provided by the Procuring Agency, if any **(Form TECH-3)**.

(c) The proposed staff team composition by specialty, tasks that would be assigned to each staff team

member, and their proposed time allocation and involvement **(Form TECH-5)**.

(d) CVs, recently signed by both the proposed Key Professional Staff and an authorized representative of the Bidder submitting the Proposal. Key information in the CVs should include the number of years working for the Bidder (or its members), academic qualifications, professional certifications, and the degree of responsibility held in various relevant assignments, as further detailed in the Data Sheet **(Form TECH-6)**.

(e) 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 Key Professional Staff team member **(Form TECH-7)**.

(f) A detailed description of the proposed methodology, work plan for performing the Assignment, staffing plan, and approach to monitoring and quality assurance, including monitoring of training if the Data Sheet specifies training as a major component of the Assignment **(Form TECH-4)**.

(g) Any additional information and documents requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information may be declared non-responsive.

14. Financial Proposal

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section IV of this RFP Document). It shall list all costs associated with the Assignment, including, but not limited to:

(a) Remuneration for staff (distinguishing between international, national, field, and home office rates, as applicable and specified in the Data Sheet or forms); and

(b) Reimbursable expenses as indicated and defined in the Data Sheet (if and as applicable, travel, accommodation, report printing, etc.).

Alternatively, if so permitted or required by the Data Sheet, the Bidder may provide its own detailed list

of costs aligned with the prescribed structure. If appropriate, these costs should be broken down by activity and deliverable. All activities and items described in the Technical Proposal must be priced separately in the Financial Proposal. Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be deemed to be included in the prices of other activities or items.

15. Taxes

15.1 The selected Bidder and its personnel will be responsible for payment of all applicable taxes (including but not limited to income tax, sales tax, stamp duty, and service charges) levied by the federal, provincial, or local governments in Pakistan, at the rates prevailing on the date of invoicing or payment as per applicable tax laws, or as stipulated in the Contract, unless the Bidder or the Assignment is expressly exempted by a competent tax authority under relevant law. The Procuring Agency may deduct applicable withholding taxes at source as per prevailing tax laws.

16. Submission, Receipt, and Opening of Proposals

16.1 The Bidder (or in case of a Consortium, any Consortium Member) shall register itself as a 'SUPPLIER' on SPPRA EPADS by creating a dedicated account. The Bidder is responsible for ensuring its compliance with this requirement prior to the submission of its Bid. The Bid shall be submitted by a Bidder (or in the case of a Consortium, by any Consortium Member on behalf of the Lead Member) through its designated account registered on SPPRA EPADS in accordance with any instructions set out in RFP.

16.2 In accordance with instruction to Bidders, the Technical Proposal shall be in PDF clearly marked 'TECHNICAL PROPOSAL' and the Financial Proposal shall also be in PDF clearly marked 'FINANCIAL PROPOSAL'.

16.3 Any Bidder (including a Consortium Member) who submits or participates in more than one (1) Bid shall be disqualified.

16.4 All Bidding Forms forming part of the Technical Proposal and the Financial Proposal, as specified in the RFP are to be properly completed and signed. No alteration is to be made in the Letter of Financial Proposal, Letter of Technical Proposal or in the Bidding Forms, except in filling up the blanks as directed. If any alteration is made or if these instructions have not been fully complied with, the Bid may be rejected.

16.5 Bids shall be submitted electronically by the Bidders via the SPPRA EPADS, except for the original Bid Security which

shall be submitted: (a) through courier/express mail; or (b) by hand, or before the Bid Submission Date at the address indicated in the Data Sheet.

17. Proposals Evaluation

17.1 From the time the Proposals are opened to the time the Contract is awarded, Bidders should not contact the Procuring Agency or any of its officials or evaluators on any matter related to their Technical and/or Financial Proposal, except for formally seeking or providing clarifications as permitted under this RFP. Any effort by a Bidder to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, or recommendation for award of Contract may result in the immediate rejection of that Bidder's Proposal and may also lead to other penalties as per SPP Rules.

17.2 Evaluators of Technical Proposals shall not have access to the Financial Proposals until the technical evaluation process, including any required approvals, is formally concluded and the results announced.

18. Evaluation of Technical Proposals

18.1 The evaluation committee, appointed by the Procuring Agency, shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical qualifying score indicated in the Data Sheet or is found to be non-responsive to material requirements of the RFP Document.

In the case of Quality-Based Selection (QBS), Selection Based on Consultant's Qualifications (CQS), and Single-Source Selection (SSS), the highest-ranked Consultant or the firm selected on a single-source basis (as applicable per the selection method) is invited to negotiate its Proposal and the Contract, based on both the Technical Proposal and the (subsequently opened) Financial Proposal submitted.

Public Opening and Evaluation of Financial Proposals: (Applicable for Least Cost Selection (LCS), Quality and Cost-Based Selection (QCBS), and Fixed Budget Selection (FBS) Methods Only)

18.2 After the technical evaluation is completed and approved, the Procuring Agency shall notify in writing those Bidders whose Proposals have secured the minimum qualifying technical score, informing them of the date, time, and location for the public opening of Financial Proposals. A

reasonable time shall be allowed for Bidders' representatives to attend. Bidders' attendance at the opening of Financial Proposals is optional.

18.3 Financial Proposals of those Bidders whose Technical Proposals failed to meet the eligibility criteria or did not secure the minimum qualifying technical score shall be returned unopened to them after the bid validity period expired or Contract awarded to the successful Bidder.

19. Evaluation of Financial Proposals

19.1 Financial Proposals shall be opened publicly in the presence of the Bidders designated representatives who choose to attend. At the opening, the names of the Bidders whose Technical Proposals met the minimum qualifying score, their technical scores, and the presence of their Financial Proposal will be announced. The Financial Proposal of each technically qualified Bidder will then be inspected to confirm that it has remained sealed and unopened. These Financial Proposals will then be opened one by one. The Bidder's name and total proposed Bid Price from each Financial Proposal shall be read aloud and recorded.

19.2 The Bid Evaluation Committee will examine the submitted Financial Proposals to confirm they are complete and to correct any computational errors. When correcting computational errors:

(a) In case of a discrepancy between a partial amount (sub-total or unit price multiplied by quantity) and the total amount, the partial amount or the result of the unit price multiplication shall prevail, and the total amount shall be corrected accordingly, unless, in the opinion of the Bid Evaluation Committee, there is an obvious misplacement of the decimal point in a unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.

(b) In case of a discrepancy between amounts in words and amounts in figures, the amount in words will prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.

(c) Activities, services, and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities, services, or items. No

separate payment will be made for items not priced.

19.3 **Least Cost Selection (LCS) Method:** If the LCS method is specified in the Data Sheet, the Bid from the technically qualified Bidder found to have the lowest evaluated Financial Proposal (after correction of any arithmetical errors) shall be deemed the Most Advantageous Bid and accepted for award, subject to any required verifications.

19.4 **Quality and Cost-Based Selection (QCBS) Method:** If the QCBS method is specified in the Data Sheet, the lowest evaluated Financial Proposal (Fm) from a technically qualified Bidder shall be awarded the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other technically qualified Financial Proposals shall be computed as indicated in the Data Sheet, typically utilizing the formula: $Sf=100\times Fm/F$, where F is the evaluated price of the Financial Proposal under consideration. Proposals shall subsequently be ranked according to their combined technical (St) and financial (Sf) scores, using the weights (T = the weight assigned to the Technical Proposal; P = the weight assigned to the Financial Proposal; wherein T + P = 100%) indicated in the Data Sheet. The combined score (S) shall be calculated as follows: $S = (St \times T/100) + (Sf \times P/100)$. The Bidder achieving the highest combined technical and financial score (S) shall be deemed to have submitted the Most Advantageous Bid and shall be invited for negotiations or Contract signing, as applicable.

19.5 **Fixed-Budget and Quality-Based Selection Method:** In the instance of Fixed-Budget and Quality-Based Selection, the Procuring Agency shall select the Bidder that submitted the highest-ranked Technical Proposal.

20. Negotiations

20.1 Negotiations shall be conducted on the date and at the address stipulated in the Data Sheet. The invited Bidder shall, as a prerequisite for attendance at said negotiations, confirm the availability of all Key Professional Staff enumerated in its Proposal. Failure to satisfy such a requirement may result in the Procuring Agency proceeding to negotiate with the next-ranked Bidder. Representatives conducting negotiations on behalf of the Bidder must possess written authorization to negotiate and conclude a Contract.

21. Technical Negotiations

21.1 Technical Negotiations shall encompass a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions proffered by the Bidder to improve the Terms of

Reference. The Procuring Agency and the Bidder shall finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting mechanisms. These documents shall subsequently be incorporated into the Contract as the **'Description of Services'**. Minutes of negotiations, duly signed by the Procuring Agency and the Bidder, shall become an integral part of the Contract.

22. Financial Negotiations

22.1 If applicable, it shall be the responsibility of the Bidder, prior to the commencement of financial negotiations, to contact the relevant local tax authorities to ascertain the tax liability to be borne by the Bidder under the Contract. Financial negotiations shall include, if necessary, clarification of the Bidder's tax liability and the manner in which such liability shall be reflected in the Contract, and shall also reflect any agreed-upon technical modifications in the cost of the services. The Bidder shall provide the Procuring Agency with the information on remuneration rates as described in the Appendix attached to Section IV (Financial Proposal - Standard Forms of this Request for Proposal (RFP)).

23. Availability of Professional Staff/ Experts

23.1 Having selected the Bidder based, inter alia, upon an evaluation of the proposed Key Professional Staff, the Procuring Agency expects to negotiate a Contract on the basis of the Key Professional Staff named in the Technical Proposal. Prior to Contract negotiations, the Procuring Agency shall require assurance that the Key Professional Staff will be available. The Procuring Agency shall not consider substitutions during Contract negotiations unless it is mutually agreed by both parties that undue delay in the selection process renders such substitution unavoidable, or for reasons such as death or medical incapacity of the proposed personnel. If this is not the case, and if it is established that Key Professional Staff were included in the Proposal without confirmed availability, the Bidder may be disqualified. Any proposed substitute, if accepted by the Procuring Agency, shall possess qualifications and experience equivalent to or exceeding those of the original candidate and must be submitted by the Bidder within the period specified in the letter of invitation to negotiate. In addition, non-availability of professionals (proposed in this RFP) during official meetings will result in deduction of consultancy fee as mentioned in this RFP**.**

24. Award of Contract

24.1 Subsequent to the completion of negotiations, if any, the Procuring Agency shall award the Contract to the selected Bidder. Within fifteen (15) days of the execution of the Contract, the Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the Bidding Process. Such publication

shall identify the Bid by its procurement identifying number, if any, and shall include information such as the evaluation report, the form of contract, the letter of award, and the bill of quantities or schedule of requirements, as may be applicable.

24.2 Prior to the execution of the Contract, the Bidder shall be required to submit a performance security at the rate stipulated in the Data Sheet.

24.3 The Bidder shall commence the Assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

25.1 Information pertaining to the evaluation of Proposals and recommendations concerning awards shall not be disclosed to Bidders who submitted Bids, or to other persons not officially concerned with the procurement process, until the publication of the bid evaluation results or the award of the Contract. Any unauthorized use of confidential information related to the procurement process by any Bidder may result in the rejection of its Proposal.

26. Lead Advisor's Actions Requiring GoS's Prior Approval

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

a) entering into a subcontract for the performance of any part of the Assignment;

b) appointing such members of the Personnel not listed by name in Schedule- B (Project Team);

27.Removal and / or Replacement of Personnel

a) Except as the GoS may otherwise agree, no changes shall be made in the Key Professional Staff. If, for any reason beyond the reasonable control of the Advisory Consortium, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional Staff, the Lead Advisor shall provide as a replacement a person of equivalent or better qualifications.

b) If the GoS finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Lead Advisor shall, at the GoS's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the GoS.

c) The Lead Advisor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

Section II – Instructions to Consultants

Bid Data Sheet

The following specific data for the services to be procured under this Assignment shall ***complement, supplement, or amend the provisions of the Instructions to Consultants (ITC).*** *Whenever there is a conflict, the provisions herein shall prevail over those in the Instruction to Consultants (ITC).*

ITC Ref.	Description
ITC 2.1	**The Procuring Agency:** Sindh Economic Zones Management Company **Address:** 2nd Floor, Block A, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Karachi, Pakistan. Karachi **Website:** https: www.sezmc.gos.pk **E-mail:** aquaculture@sezmc.gos.pk **Phone:** +92 21 99332220 **The Assignment title is:** Feasibility Study and Transaction Advisory Services for the AQUACULTURE PARK PROJECT in Sindh under Public-Private Partnership Mode **The RFP reference no. is:** SEZMC-PPP/PROC-AQUA/2025-26/ **The market approach is:** National competitive bidding – open to all the Eligible Bidders (individual firms or their Consortia) **The Bidding Procedure:** Single stage two envelope in accordance with terms Rule 46(2) read with Rule 75(2), using the Quality and Cost Based Selection (QCBS) Method as prescribed under Rule 72(3) of the SPP Rules
ITC 2.2	**Financial Proposal to be submitted together with Technical Proposal:** Yes – Technical and Financial Proposals, as mentioned under ITC Clauses 16.2 & 16.3 of Data Sheet, and as identified in the RFP, through the SPPRA EPADS
ITC 2.3	**A pre-proposal conference (pre-bid meeting) will be held: Yes**
ITC 2.4	**The Procuring Agency may provide facilities and inputs that may include:** • Access to relevant reference documents or information; • Access to Projects required sites as part of Assignment; • Feedback and approvals on relevant reports from time to time; • Any other support necessary for Assignment's smooth execution.

ITB 3	Bidder (in the case of a Consortium, each member thereof) shall undertake to sign an **Integrity Pact** as per the prescribed format and in accordance with the instructions outlined in this RFP Document.
ITC 4	**Shortlisted Consultants may associate with other shortlisted Consultants:** Not applicable – the Bidding Process is open to all the Eligible Bidders.
ITC 5	Alternative bids **shall not** be considered in any case.
ITC 6	The Proposals shall remain valid for **ninety (90) days** effective from the Technical Proposals' opening date or up to 18 December, 2025, whichever is later.
ITC 7	The original sealed Financial Proposal shall contain a **bid security** of PKR Five million**.** This security shall be in the form of a Pay Order, or Demand Draft, or a Bank Guarantee, valid for a period of twenty-eight (28) days beyond the bid validity period, issued by a scheduled bank in Pakistan in favor of the '**Sindh Economic Zones Management Company'**.
ITC 8	**Clarifications may be requested no later than** five Calendar Days prior to the Bid Submission Deadline. **The address for requesting clarifications is:** **Attention:** Manager Sindh Economic Zones Management Company **Address:** 2nd Floor, Block A, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Karachi, Pakistan. Karachi **City:** Karachi **Phone:** +92 21 99332220 **Email:** aquaculture@sezmc.gos.pk **Note:** The Procuring Agency shall issue clarifications in response to prospective Bidders' written queries, provided such queries are received within the stipulated time (**'Response Document'**). The Response Document(s) shall be posted on the Procuring Agency's website and communicated to prospective Bidders who obtained the RFP Document directly from the Procuring Agency. Prospective Bidders are required to regularly access the websites to obtain such updates concerning the Assignment. Alternatively, prospective Bidders may confirm their intention to submit a Bid by sending an email with the subject line **"Aquaculture Park Project"** to the email addresses provided above, to receive updates issued by the Procuring Agency prior to the Bid Submission Deadline.
ITC 10	Any information deemed necessary to extend the Bid Submission Deadline or amend the RFP Document subsequent to its issuance and prior to the Bid Submission Deadline shall be circulated through an advertising notice in newspapers and posted on the SPPRA and Procuring Agency websites, in accordance with the SPP Rules. The Procuring Agency shall similarly communicate this information to all prospective Bidders who have obtained the RFP Document, in line with ITC Clause 10.1 of this Bid Data Sheet.

ITC 11	The language of the submitted Bid shall be in **English**. All correspondence shall be exchanged in **English**. Supporting documents and literature requiring translation shall be translated into **English**.
ITC 12.1	**Maximum number of Consortium total members shall be:** Five (5), This shall include the Lead Member (compulsory being a financial member), technical members, and legal member of Consortium
ITC 12.2	In the case of a Consortium, the Technical Proposal shall be accompanied by a certified true copy of the **Consortium Agreement,** which must contain the following:
ITC 12.3	i. The date and place of execution of the Consortium Agreement; ii. The purpose of the Consortium (which must include details of the contract's scope for which the Consortium is submitting a Bid); iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the Assignment (it is expected that the Consortium's Lead Member would be authorized to incur liabilities, receive instructions, and manage all reporting requirements on time, for and on behalf of all members of the Consortium); iv. Delineation of duties, responsibilities, and scope of work to be undertaken by each member of the Consortium for the proposed services; v. An undertaking that the constituent firms are jointly and severally liable to the Procuring Agency for the performance of services; vi. The duties, responsibilities, and powers of the Lead Member; and vii. The authorized representative of the Consortium.
ITC 13.1	**The format of the Technical Proposal to be submitted is:** A Full Technical Proposal (FTP) containing all requisite information, including, but not limited to, a description of the approach, methodology, work plan for performing the Assignment, team composition, task assignments, work schedule, Curricula Vitae (CVs) of the proposed Key Professional Staff, details of the Bidder's organization(s) and experience(s), comments on the Terms of Reference, and comments on the counterpart staff and/ or facilities. Submission of Technical Proposal in any other format shall lead to Bid being deemed non-responsive to RFP Document's requirements.
ITC 13.2	**Training is a specific component of this Assignment:** No
ITC 14	Bidders shall quote their Bid Prices in **Pak Rupees (PKR)**, using the standard forms as applicable, while submitting Bids to the Procuring Agency. The Contract shall be based on unit rate (acreage) of actual land to be studies / finalized for the project, payable to the Bidder (in case of a Consortium, respective members of the Consortium as stipulated in the invoice submitted by the Consortium's Lead Member to the Procuring Agency) in PKR, subject to the satisfactory completion of respective milestones as specified in the Terms of Reference within this RFP Document.

ITC 15	**Amounts payable by the Procuring Agency to the Bidder** under the Contract are subject to local taxation, stamp duty, and service charges, as applicable at the Bid Submission Deadline. The Bidder shall incorporate all the applicable taxes into the Bid Price, subject to any exemption explicitly stated therein; otherwise, the Procuring Agency shall presume that such applicable taxes are included in the Bid Price.
ITC 16.1 ITC 16.2	Consultants submit only one (01) Bid, comprising of one (01) Technical Proposal (PDF format) and one (1) Financial Proposal (PDF format), along with other documents (as applicable), as identified in the RFP, through the SPPRA EPADS and other information as provided under ITC Clause 16.4.
ITC 16.3	**For Bid submission and opening purposes only, the Procuring Agency's address is:** **Attention:** Manager Sindh Economic Zones Management Company **Address:** 2nd Floor, Block A, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Karachi, Pakistan. Karachi **City:** Karachi **Phone:** +92 21 99332220 **The deadline for Bid submission and opening is:** **Date:** 18th December 2025 **Bid submission Time** 1300 hours PST for submission and **Bid opening Time:** 1400 hours PST **SPPRA Submission Link** **PPRA :: Public Procurement Regulatory Authority** **https://portalsindh.eprocure.gov.pk/** Bidders shall not have the option to submit Bids electronically. However, a Bidder requiring clarification or further information relating to the RFP Document or Bidding Process may communicate queries via email in accordance with ITC Clause 10.1 of this Bid Data Sheet.

ITC 17 **Mandatory Eligibility Criteria:** The Bidder (whether an individual firm or Consortium) shall qualify the following mandatory eligibility requirements as of the Bid Submission Deadline for further assessment **(technical evaluation and marking)**:

- **Nationality:** Bidder (in case of Consortium, the Lead Member) must be incorporated or established in Pakistan, as evidenced by its registration documents (Memorandum & Articles of Association or equivalent documents constitutional documents as applicable under the law);
- **Registration:** Bidder (in case of a consortium, each member *as applicable*) must possess valid registration with: (i) Federal Board of Revenue (FBR); (ii) Sindh Revenue Board (SRB) or relevant provincial tax authority; and (iii) Pakistan Engineering Council as Consulting Engineers, as applicable to the services.
- **Active Taxpayer:** Bidder (in case of Consortium, each member) be on the Active Taxpayer List of the FBR and have filed income tax returns for the last three (3) years;
- **Power of Attorney and Consortium Agreement:** Bidder (in case of Consortium, each member) shall submit a power of attorney, as required by this RFP Document, for the authorized signatory. Additionally, a Bidder applying as a Consortium shall submit the Consortium Agreement with its Technical Proposal;
- **Financial Turnover:** Single Bidder must have an average annual financial turnover of at least PKR 500 million during the last three years, verifiable from financial statements audited by a certified chartered accounting firm in Pakistan or as applicable. In the case of a Consortium, the consortium shall collectively have an average annual financial turnover of at least PKR 500 million during the last three years, verifiable from financial statements audited by a certified chartered accounting firm in Pakistan or as applicable and the lead member must individually demonstrate an average annual financial turnover of at least PKR 300 million. Moreover, in case of a consortium, financial consultant must be the lead member.

1.1.1 **Experience:** Bidder's (in case of a Consortium, **Lead Member**) experience in developing at least one (1) project including carrying out feasibility study, preparing financial model, preparing transaction structure and achieving financial close for PPP projects (Public Sector organization only) with minimum estimated value of PKR 5,000 million). Only projects where all the milestones outlined above were completed shall be considered for evaluation.

1.1.2 **Key Professional Staff:** Bidder (in case of Consortium, any member, as applicable) must possess and shall propose all **eligible** Key Professional Staff as listed under Technical Evaluation Criteria. Each Consortium member firm must assign at least one (1) Key Professional Staff, and the Lead Member firm shall assign at least two (2) Key Professional Staff members to be Assignment. Non availability of assigned key professional staff in official meeting will result in deduction of payments by procuring agency.

- **Government Owned Organization:** If a Bidder (in case of Consortium, any member) is a government-owned organization, it must demonstrate that it is: (i) legally and financially autonomous; and (ii) operates under commercial law;
- **Conflict of Interest:** Bidder (in case of Consortium, each member) must not have any Conflict of Interest arising from prior or existing contracts or

relationships, which could materially affect its potential involvement or its ability to comply with the obligations set out herein with respect to this Assignment;

- **Non-performing Contracts and Litigation History:** Bidder (in case of Consortium, each member) must provide details of: (i) non-performing contracts, along with cogent reasons for such non-performance; and (ii) any disputes, litigation, or arbitration cases currently in progress or pending adjudication (if any);
- **Non-blacklisting/ Non-debarment:** Bidder (in case of Consortium, each member) must not be: (i) blacklisted by any public sector organization and IFIs; (ii) debarred by the Procuring Agency as of the Bid Submission Deadline; (iii) currently subject to bankruptcy or liquidation proceeding; and (iv) convicted of fraud, corruption, collusion, or money laundering.

Key Professional Staff Eligibility: Refer to pages # 39 to 41 of RFP
Technical Evaluation Criteria: Refer to pages # 42 to 44 of RFP.

Bidders must carefully read and note the following conditions, which form an integral part of the evaluation criteria:

i. Foreign entities participating in the Bidding Process as Consortium members (excluding the Lead Member) must provide relevant registration documents and other applicable evidence from their respective regulatory and/or registration bodies in their home country;
ii. The credentials and experience of sub-consultants are not eligible for scoring. Furthermore, the global experience of a parent company or associated firms abroad is not eligible for scoring unless the foreign company itself is a formal member of the Bidding Consortium;
iii. The Procuring Agency shall consider the Bidder's experience to the extent of contracts directly awarded in Bidder's name (not that of their staff, or any parent or subsidiary company). Secondly, claimed experience or contracts (including respective milestones) must have been satisfactorily completed, as evidenced by supporting documents submitted with the Proposal;
Any Conditional Bid submitted by a Bidder shall be treated as non-responsive during the evaluation of Technical or Financial Proposal, as the case may be;
If a Consultant is notified as qualified and awarded the Contract based on the experience of a Foreign Company within its Consortium, then requisite Professional Staff from that Foreign Company must be available (physically or virtually, as required by the Procuring Agency) during contract negotiations, if any are held, and must be fielded along with other Consortium members during the execution of targeted milestones.

ITC 18 **Eligibility Criteria (Mandatory Documents):** Bidder (in the case of a Consortium, each member as applicable) shall enclose with the Technical Proposal copies of the following documents, including but not limited to (refer to the Eligibility and Technical Evaluation Criteria for further details):

i. Documents checklist, properly filled and duly signed and stamped by the Bidder's authorized representative **(Appendix – D)**;
ii. Registration details, including Memorandum & Articles of Incorporation (or equivalent documents of constitution/ association) and documents of registration of the legal entity (including NTN, SRB, and PEC registration, as applicable);
iii. Company profile, describing the nature of business and field of experience;
iv. Consortium Agreement in consonance with ITC Clause 13.1(a) of this Bid Data Sheet **(in case of a Consortium only)**;
v. Power of Attorney **(Appendix – C)**;
vi. Integrity Pact **(Appendix – A);**
vii. Audit reports, including balance sheets, income statements, and cash flow statements for the last three (3) years, duly issued and verified by a certified chartered accounting firm;
viii. Income tax returns filed for the last three (3) years;
ix. Confirmation of submission of the Bid security financial instrument (without disclosing the amount thereof in the Technical Proposal);
x. Qualification record indicating contracts scope and references proving completion of the requisite number of contract(s) within the last fifteen (15) years;
xi. Work orders, contract agreements with a clear scope of work, and completion certificates/or any other substantial evidence sufficient to prove the completion of claimed experience;
xii. CVs along with the latest educational degree or certificate of the Key Professional Staff dedicated to this Assignment;
xiii. Details of historical contracts non-performance, if any, with reasons leading to such non-performance;
xiv. Litigation history, including details of pending cases and the nature of such litigations;
xv. An affidavit confirming that the Bidder (in case of Consortium, each member) is not blacklisted by any public or private sector organization **(Appendix-B)**;

Any other document, including Bid Forms and referred to in the ITC, associated with qualifying the eligibility criteria, technical evaluation criteria, and other terms and conditions.

The prospective Bidders must carefully read and note the following conditions, which form an integral part of the evaluation criteria:

i. Any Foreign Company participating in the Bidding Process as a Consortium member (other than the Lead Member) shall submit relevant documents issued by respective authorities/jurisdiction of its home country;
ii. In case a Bidder proposes a Key Professional Staff member currently employed by a public sector organization, a **'No Objection Certificate (NOC)',** confirming the competent authority's approval of extraordinary leave for that individual in the event a Contract award be submitted with the individual's CV to attain allocated points under the technical evaluation;
iii. Bidder (whether an individual firm or Consortium) must provide valid documents against each criterion/sub-criterion as required for qualifying under the eligibility and technical evaluation criteria. **Proposal received with incomplete document(s) or without concrete evidence(s) as required under the RFP Document, including those specifically mentioned under the RFP Documents Checklist, shall be marked as disqualified or assigned zero marks, as applicable;**
iv. The Procuring Agency reserves the right to cross-verify information or request additional information/documents if deemed necessary during the Bidding Process to ensure the reliability of information and capability of the Bidder. Non-submission by the Bidder of required document(s) or information within the specified timeframe may result in disqualification or non-scoring of a particular credential, as applicable;
v. The Procuring Agency shall not consider any revised document or any unsolicited information relating to eligibility and technical evaluation criteria provided by a Bidder against its submitted Proposal during the Proposal evaluation stage for the purposes of its qualification and the assignment of marks. In other words, only those projects, staff, etc., that are part of, or proposed along with, the originally submitted Proposal at the time of the Bid Submission Deadline will be considered.

ITC 19 **The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100 points.**

The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows:

Sf = 100 x Fm/ F, in which "Sf" is the financial score of the Proposal under consideration, "Fm" is the price of the lowest evaluated Financial Proposal, and "F" is the price of the Financial Proposal under consideration.

The weights given to the Technical (St) and Financial (Sf) Proposals are:

T (Technical) = 0.80 and P (Financial) = 0.20, (Where T + P = 1)

Proposals are ranked according to their combined technical score (St) and financial score (Sf) using these weights, as follows:

Combined Score S = (St x T%) + (Sf x P%)

ITC 20	**The expected date and address for contract negotiation** will be as per SPPRA.
ITC 21.1	The Procuring Agency shall **award the procurement Contract** to the Bidder that qualifies the eligibility or preliminary evaluation criteria and attains the highest combined technical and financial score, determined using the **Quality & Cost Based Selection (QCBS) method – Most Advantageous Bid**.
ITC 21.2	The successful Bidder, whose Bid shall be determined and declared by the Procuring Agency as the Most Advantageous Bid, shall, upon receiving the Letter of Award, be required to furnish **performance security** equivalent to five **(5%) of the Contract or Bid Price.** This security shall be in the form of a **Bank Guarantee**, valid for a period of twenty-eight (28) days beyond the specified Contract duration, issued by a scheduled bank in Pakistan in favor of**, Sindh Economic Zones Management Company'**.
ITC 21.3	**The expected date for commencement of services is Q1,** 2026, or immediately after the execution of the Contract by both parties.

Technical Evaluation Criteria (ITC 18.1)				Max Point
Sr.	**Sub-Criteria and Points**			
1.	**Firm's experience**	**1.2**	**Relevant Experience (Maximum Points = 45)**	
	i. Points for a specific project or milestone completed by Consortium members will be assigned only once. Furthermore, if a milestone is completed or achieved through a specific Consortium member firm (e.g., a legal or financial firm), points will be allocated to that Consortium member firm exclusively, contingent upon said firm's participation as a Consortium member in this procurement process. *ii. Individual milestones within a single project, whether of a similar or varied nature, will be assessed separately for the purpose of awarding points.* *iii. Bidder's experience will be evaluated based on completed milestones for projects undertaken for public sector organizations only, except for point 1.2.1 where experience for private sector clients will be accepted.* *iv. Scores will be awarded to a Bidder based on verifiable milestones achieved for a project. Acceptable verification includes submitted work orders, contract agreements (clearly defining the scope of work), completion certificates, or other substantial evidence acceptable in lieu of completion certificates.* *v. For projects or assignments completed in currencies other than PKR, the historical exchange rate prevailing on the completion date of the respective milestone, as notified by the State Bank of Pakistan, will be utilized for conversion to PKR.* *vi. Points for completed projects or assignments will be awarded only once under the relevant category (i.e., either general or relevant experience), provided*	**1.2.1**	Bidder's (in case of a Consortium, technical members) experience in completing feasibility study and or providing services for aqua culture project(s), undertaken within the last ten (10) years **[2.5 points for each project].**	**5**
		1.2.2	Bidder's (in case of a Consortium, technical members) experience in completing design/feasibility study for infrastructure projects with minimum estimated value of PKR 5,000 million, undertaken within the last ten (10) years **[2.5 points for each project].**	**10**
		1.2.3	Bidder's (in case of a Consortium, legal member) experience in preparing bidding package (bid document and draft agreement) for public private partnership projects with minimum estimated value of PKR 5,000 million undertaken during the last ten (10) years **[2.5 points for each project]**	**10**
		1.2.4	Bidder's (in case of a Consortium, **Lead Member**) experience in undertaking feasibility study, preparing financial model, preparing transaction structure and achieving commercial/financial close (all applicable milestones for transaction advisory need to be completed) for PPP projects (with minimum estimated value of PKR 5,000 million (Public Sector organization only), undertaken within the last ten (10) years **[5 points for each project].** Only projects where all the milestones outlined above were completed shall be considered for evaluation.	**20**

	the project or assignment meets the stipulated criteria for that category. *vii. Bidders must provide all supporting documents and evidence of experience and clearly reference these documents within the Checklist submitted as part of the Technical Proposal.*		
Total Points (General and Relevant Experience)			**45**
2.	**Key Professional Staff (Max Points = 37)** ***Note:*** *The proposed staff (Financial, Technical, and Legal) must qualify the following requirements to be eligible for attaining the points as detailed in this section (refer to the subsequent table illustrating the points weightage allocated to each staff member based on qualification and relevant experience):* *i. The individual must possess valid registration with relevant professional bodies (PEC, ICAP, PCATP), as applicable under the laws or by-laws of their respective country. The proposed staff's registration number with the pertinent regulatory bodies, where applicable, must be stated in the CV;* *ii. For Key Professional Staff positions related to the Aquaculture-based positions (as listed at Sr. # ii to v), the CV of a single individual may be considered for up to two designated Aqua positions; and* *iii. Points will be awarded based on the individual meeting the minimum qualification and experience criteria specified in the scoring table herein.* **Coordinator staff (minimum Bachelors to be deputed at Client office.*	**2.1 Financial Team:** i. Financial Team Leader — 7.0 points ii. Project Finance Specialist — 5.0 points	**12**
		2.2 Technical Team: i. Technical Team Leader — 3.0 points ii Oceanography / Coastal Oceanography Expert — 2.0 points iii Civil / Structural Engineer (Aquaculture Design Expert) — 2.0 points iv. Mechanical Engineer (Sustainable operation Expert) — 1.0 points v. Environmental Impact Specialist — 1.0 points	**9**
		2.3 Aquaculture Team: i. Commercial Aquaculture Expert — 3.0 points ii. Aquaculture Science Expert / Marine Biologist — 2.0 points iii. Marine / Coastal Engineer — 2.0 points	**07**
		2.4 Legal Team: i. Legal Team Leader — 5.0 points ii. Legal Expert — 3.0 points	**08**
		2.5 Coordinator i. Field operations coordinator — 1.0 point	**01**
Total Points (Key Professional Staff)			**37**

3.	**Financial Capability (Max. Marks = 10)** ***Note:*** *The Bidder (in case of a Consortium, all members) shall submit audited financial statements for the last three (3) years. However, in the case of a Consortium, the financial capability of the Lead Member alone will be considered to meet the specified criteria.*	**3.1**	**Average annual turnover of last three (3) years** i. ≥ PKR 900 million — 10 points ii. ≥ PKR 500 million and < PKR 900 million — 8 points	**10**
4.	**Understanding of the Assignment and Proposed Methodology (Max. Marks = 08)**	**4.1**	**Understanding of the Assignment and Proposed Methodology with Work Plan** containing pragmatic approaches, including those mentioned below, towards achieving the Assignment's desired objectives and targeted milestones set in TOR within the stipulated timelines: i. Understanding of the Assignment's objectives — 3 points ii. Proposed Methodology — 3 points iii. Work Plan — 2 points	**08**
Grand Total Points (Technical Evaluation Criteria)				**100**
Qualifying Points (Minimum 50% Points per Category)				**75**

Note: *Bidder (individual firm or Consortium) must attain at least 75 points and 50% points under each category, as listed at Sr. # 1 to 4 tabulated above, to qualify for the opening of its Financial Proposal.*

Key Professional Staff (Points Weightage Assigned to Each Individual based on Qualification and Experience)					
Sr.	**Key Professional Staff**	**Maximum Weightage (Qualification 25% and Relevant Experience 75%)**			
1.	**Financial Team**	**Qualification**	**Weight**	**Relevant Experience**	**Weight**
1.1	Financial Team Leader	CA/ CFA/ ICMA/ ACCA/ MBA (Finance) or equivalent	25%	≥ 10 years experience in infrastructure related transaction advisory services, including atleast one completed Industrial enclave project and two public private partnership projects.	75%
		Bachelor in Finance/ Accounting/ BA (Finance) or equivalent	15%	≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%
				≥ 3 years and < 5 years	20%
1.2	Project Finance Specialist	CA/ CFA/ ICMA/ ACCA/ MBA (Finance) or equivalent	25%	≥ 10 years experience in developing financial models/ financial structuring for infrastructure related projects, with a financial close of minimum three (3) projects	75%
		Bachelor in Finance/ Accounting/ BA (Finance) or equivalent	15%	≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%
				≥ 3 years and < 5 years	20%
2.	**Technical Team**				
2.1	Technical Team Leader	Masters in Civil Engineering / Aquaculture Engineering / Coastal or Marine Engineering	25%	≥ 20 years of experience in leading or executing or preparing infrastructure-related projects; or ≥ 10 years of experience in leading or managing or preparing aquaculture related projects	75%
		Bachelor in Project Management/ Aquaculture Engineering / or equivalent	15%	≥ 15 years and < 20 years of experience in leading or executing or preparing infrastructure related projects; or ≥ 7 years of experience of leading or managing or preparing aquaculture related projects	60%
2.2	Oceanography / Coastal Oceanography Expert	Masters in Oceanography / Coastal Oceanography	25%	≥ 10 years of experience in leading or executing or preparing oceanography related projects	75%
		Bachelors in Water Resource Engineering / Coastal Engineering	15%	<10 years of experience in leading or executing or preparing oceanography related projects	60%
2.3	Civil Engineer / Structural Engineer	Master in Structural Engineering or equivalent	25%	≥ 20 years of experience in structural design of infrastructure development projects	75%
		Bachelor in Civil Engineering	15%	≥ 15 years and < 20 years	60%

				≥ 10 years and < 15 years	40%
				≥ 7 years and < 10 years	20%
2.4	Mechanical Engineer	Master in Mechanical Engineering or equivalent	25%	≥ 20 years of experience in mechanical related work relating to infrastructure development projects	75%
		Bachelor in Mechanical Engineering	15%	≥ 15 years and < 20 years	60%
				≥ 10 years and < 15 years	40%
				≥ 7 years and < 10 years	20%
2.5	Environmental Expert Specialist	Master in Environmental Engineering or equivalent	25%	≥ 20 years of experience in mechanical related work relating to infrastructure development projects	75%
		Bachelor in Environmental Engineering	15%	≥ 15 years and < 20 years	60%
				≥ 10 years and < 15 years	40%
				≥ 7 years and < 10 years	20%
3.	**Aquaculturist Experts**				
3.1	Commercial Aquaculture Expert	Master's in Marine Resource Economics or in relevant field with experience in shrimp farming	25%	≥ 12 years of experience alongwith international exposure in leading or executing or preparing aquaculture related projects with front and back leads. Moreover, more than 5 years in shrimp aquaculture operations, including farm establishment, production optimization, and commercialization/export. Proven success in shrimp hatchery or grow-out operations, biosecurity management, and market linkage (domestic or export).	75%
				< 12 years experience in leading or executing or preparing aquaculture related projects with front and back leads	50%
3.2	Aquaculture Science Expert / Marine Biologist	M.Sc. in Aquaculture / M.Sc. in Fisheries & Marine Sciences / M.Sc. in Marine Biology (with Aquaculture specialization)	25%	≥ 10 years of experience in designing and implementing aquaculture systems (shrimp/fish ponds, hatcheries, water intake/outfall systems)	75%
		B.Sc. in Aquaculture / B.Sc. in Fisheries & Marine Sciences / B.Sc. in Marine Biology (with Aquaculture specialization particular in shrimp hetching)	15%	≥ 7 years and < 10 years of experience in designing and implementing aquaculture systems (shrimp/fish ponds, hatcheries, water intake/outfall systems)	60%
				≥ 5 years and < 7 years of experience in designing and implementing aquaculture systems (shrimp/fish ponds, hatcheries, water intake/outfall systems)	40%

3.3	Marine / Coastal Engineer	Masters in Marine Engineering / Coastal Engineering	25%	≥ 15 years of experience in marine / coastal related works	75%
		Bachelor in Marine / coastal Engineering	15%	≥ 7 years and < 15 years	50%
4.	**Legal Team**				
4.1	Legal Team Leader	LLM/ Bar at Law/ JD or equivalent	25%	≥ 10 years experience of legal advisory on infrastructure development projects	75%
		LLB or equivalent	15%	≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%
				≥ 3 years and < 5 years	20%
4.2	Legal Expert	LLM/ Bar at Law/ JD or equivalent	25%	≥ 10 years experience of drafting procurement documents e.g., EOIs, RFQ, RFP, Concession/ PPP agreements/ EPC contracts/ agreement negotiations	75%
		LLB or equivalent	15%	≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%
				≥ 3 years and < 5 years	20%
5.	**Coordinator**				
5.1	Field Operation Coordinator	Bachelor	25%	≥ 4 years' experience in relevant field	75%
				≥ 2 years and < 4 years	55%
				≥ 0 years and < 2 years	30%

Section III – Technical Proposal

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[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.]

Refer to Reference Paragraph 13.2 of the Data Sheet for format of Technical Proposal to be submitted, and/ or paragraph 13.2 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

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Form Tech-1. Technical Proposal Submission Form

[Location, Date]

To: *[Name and address of the Procuring Agency]*

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, through the SPPRA EPADS.

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,

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

w

Form Tech-2. Consultant's Organization and Experience

A. Consultant's Organization

*[Provide here a brief **(preferably not more than five pages)** description of the background and organization of your firm/ entity and each associate for this Assignment.]*

B. Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this Assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use 50 pages.]

Assignment name:	Approximate value of contract (PKR):
Country: Location within country:	Duration of Assignment (months):
Name of procuring agency or purchaser:	Total No of staff-months of the Assignment:
Address:	Approx. value of the services provided by your firm under the contract (PKR):
Start date (month/ year): Completion date (month/ year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
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 and on Counterpart Staff and Facilities to be provided by the Procuring Agency

A. On the Terms of Reference

[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. Suggested changes for the improvement of the Assignment's Terms of Reference as part of the Form Tech-4 may also be reflected under this section.]*

B. On Counterpart Staff and Facilities

[Comment here on the counterpart staff and/ or facilities to be provided by the Procuring Agency according to Paragraph Reference 2.5 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

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

[Technical approach, methodology and work plan are key components of the Technical Proposal. Bidders are suggested to present their Technical Proposal ***(20 pages, preferably not exceeding 2,000 words per component – inclusive of charts and diagrams)*** *divided into the following three chapters:]*

a. Technical Approach and Methodology,
b. Work Plan, and
c. Organization and Staffing;

a) Technical Approach and Methodology. *In this chapter, the Bidder should explain the understanding 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. The Bidder should highlight the problems being addressed and their importance and explain the technical approach the Bidder would adopt to address them. The Bidder should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach. In addition,* ***the Bidder shall suggest and address the following components separately using the bullet points*** *(mention* ***'None'*** *against the respective heading if no explanation or comments are required to be proposed by a Bidder):*

- *Appreciation and clarity of the Project;*
- *Understanding of the Assignment's objectives;*
- *Proposed quality methodology (concise, clear, and complete);*
- *Innovativeness or suggested changes with valid value additions for improvements in the Assignment's TORs;*
- *Stakeholders management plan during undertaking the Assignment;*
- *Existing commitments, engagements, and available strength with justification to complete the existing Assignment on time.*
- *Suggested changes with valid value additions for improvements in the Assignment's Terms of Reference (the proposed suggestions and changes may include offering additional key tasks or resources reasonably required for bringing value additions or innovations for undertaking the Assignment);*
- *Existing commitments, engagements, and available strength with justification.*

b) Work Plan. *In this chapter, the Bidder 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 an understanding of the TOR and the 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 TECH-8.*

c) Organization and Staffing. *In this chapter, the Bidder should propose the structure and composition of the team. The Bidder 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 Assignments

Professional Staff				
Name of Staff	**Firm**	**Area of Expertise**	**Position Assigned**	**Task Assigned**

Form Tech-6. Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** *(only one candidate shall be nominated for each position)*: ___

2. **Name of Firm** *(insert name of firm proposing the staff)***:** _____

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

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** *[Indicate college/university and specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. **Membership of Professional Associations (with Registeration Number):** ____

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

8. **Countries of Work Experience** *[List countries where staff has worked in the last ten years]:* _____

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

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:* _____

    From [Year]: _____ To [Year]: _____
    Employer: _____ Positions held: _____

11. **Detailed Tasks Assigned** *[List all tasks to be performed under this Assignment]:*

12. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** *[Among the Assignments in which the staff has been involved, indicate following information for those Assignments that illustrate staff capability to handle tasks listed under point 11.]:*
    Name of Assignment or project: _____ Year: _____
    Location: _____ PA: _____
    Main project features: _____ Positions held: _____
    Activities performed: _____

13. **Certificate**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. **I understand that any wilful 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[1]

No	Name of Staff	Staff Input (in the form of bar chart)[2]													Total Staff-Month Input		
		1	2	3	4	5	6	7	8	9	10	11	12	N	Home	Field[3]	Total
Foreign																	
1		*[Home]*															
		[Field]															
2																	
3																	
N																	
									Subtotal								
Local																	
1		*[Home]*															
		[Field]															
2																	
3																	
N																	
									Subtotal								
									Total								

Full time input Part time input

[1] For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
[2] For Months are counted from the start of the Assignment. For each staff indicate separately staff input for home and field work.
[3] Field work means work carried out at a place other than the Consultant's hom/e office.

Form Tech-8. Work Schedule

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

[4] Indicate all main activities of the Assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Procuring Agency approvals. For phased Assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

[5] Duration of activities shall be indicated in the form of a bar chart.

Section IV – 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 in accordance with ITC Clauses 13.2 & 24.1 of Section 2 of the RFP Document.]

Form FIN-1. Financial Proposal Submission Form……..58

Form FIN-2. Summary of Costs……..59

Form FIN-3. Breakdown of Costs by Activity..…….....60

Form FIN-4. Breakdown of Remuneration…..…….....61

Form FIN-5. . Breakdown of Reimburseable Expenses……63

Appendix. Financial Negotiations - Breakdown of Remuneration Rates……...65

Form FIN-1. Financial Proposal Submission Form

[Location, Date]

To: *[Name and address of PA]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of Assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures*[6]*].*

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 9.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below[7]:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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: _____

[6] Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2
[7] If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2. Summary of Costs[8]

Item No.	Description of Services	Costs (in PKR)
1.	**Phase I – Transaction Preparation** • Inception Report Feasibility Study • Technical Feasibility study Report • Master Plan • Utilities requirement assessment • Environmental and social impact assessment (ESIA) • Legal acquisition and resettlement plan (LARP) • Legal and regulatory assessment • Financial viability assessment • PPP Options Analysis Marketing and Investor Outreach • Sector Insight Study • Marketing & Communication Strategy development • Investor and Stakeholder Sensitization • Investor Conference / Roadshow • Market Assessment report	
2.	**Phase II: Transaction Implementation** • Bidding Package • Submission of Bid Evaluation Report • Issuance of Letter of Award/ Acceptance	
3.	**Phase III: Transaction Negotiation & Financial Close** • Transaction negotiation and signing of Concession • Financial Close	
Cost of Financial Proposal per acre (inclusive of all the taxes)[9]		
Total Cost of Financial Proposal (inclusive of all the taxes)[10]		

[8] The Bidder may update this form considering its own requirement; however, the payment shall be made as per the milestones satisfactory completed and defined under the Conditions of Contract of RFP Document.

[9] Cost per acre must be inclusive of all applicable taxes as payble by the Consultant according to law of the land. This cost shall cover all the costs associated with performing the Assignment as detailed under the TOR inlcuding but not limited to travel, administrative and other such costs. The Contract Price payments shall be made in accordance with the Conditions of Contract available with the RFP.

[10] Payments will be made based on the actual acreage determined through the technical survey. In case the total number of acres under the study is less than 2500 acres, than the contract price will be reduced based on this formula, "original contract price less number of acres reduced * cost per acre * 70%". The ceiling price is set at PKR 350 million.

Form FIN-3. Breakdown of Costs by Activity[11]

Group of Activities: [12] _____ _____	**Description:** [13] _____ _____			
Cost Component	**Costs**[14]			
	[Indicate Foreign Currency # 1]	**[Indicate Foreign Currency # 2]**	**[Indicate Foreign Currency # 3]**	**[Indicate Local Currency]**
Remuneration[15]				
Reimbursable Expenses				
Subtotals				

NOT APPLICABLE

[11] Form FIN-3, if applicable, shall be filled at least for the whole Assignment. In case some of the activities require different modes of billing and payment (e.g.: the Assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

[12] Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8

[13] Short description of the activities whose cost breakdown is provided in this Form.

[14] Indicate between brackets the name of the foreign currency. use the same columns and currencies of Form FIN-2.

[15] For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant total costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4. Breakdown of Remuneration[16]

[This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Time Based]

Group of Activities: _____							
Name[17]	**Position[18]**	**Staff-month Rate[19]**	**Input[20] (Staff-months)**	**[Indicate Foreign Currency # 1] [21]**	**[Indicate Foreign Currency # 2]**	**[Indicate Foreign Currency # 1]**	**[Indicate Local Currency]**
Foreign Staff							
		[Home]					
		[Field]					
Local							
		[Home]					
		[Field]					
			Total Costs				

NOT APPLICABLE

[16] Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
[17] Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
[18] Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
[19] Indicate separately staff-month rate and currency for home and field work.
[20] Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
[21] Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

Form FIN-4. Breakdown of Remuneration[22]

[This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the PA].

Name[23]	Position[24]	Staff-month Rate[25]
Foreign Staff		
		[Home] *[Field]*
Local Staff		
		[Home] *[Field]*

[22] Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
[23] Professional Staff should be indicated individually; support staff should be indicated per category (e.g. draftsmen, clerical staff).
[24] Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
[25] Indicate separately staff-month rate and currency for home and field work.

Form FIN-5. Breakdown of Reimbursable Expenses[26]

[This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based]

Group of Activities: _____								
No	**Description[27]**	**Unit**	**Unit Cost[28]**	**Quantity**	**[Indicate Foreign Currency # 1][29]**	**[Indicate Foreign Currency # 2]**	**[Indicate Foreign Currency # 1]**	**[Indicate Local Currency]**
	Per diem allowances	Day						
	International flights[30]	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between *[Insert place]* and *[Insert place]*							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PA's personnel[31]							
				Total Costs				

NOT APPLICABLE

[26] Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
[27] Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
[28] Indicate unit cost and currency.
[29] Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.
[30] Indicate route of each flight, and if the trip is one- or two-ways.
[31] Only if the training is a major component of the Assignment, defined as such in the Data Sheet or TOR.

Form FIN-5. Breakdown of Expenses

[This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish payments to Consultant for possible additional services requested by the PA]

No	Description[32]	Unit	Unit Cost[33]
	Per diem allowances	Day	
	International flights[34]	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between *[Insert place]* and *[Insert place]*		
	Drafting, reproduction of reports		
	Equipment, instruments, materials supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel[35]		

.

NOT APPLICABLE

[32] Delete items that are not applicable or add items according to Paragraph Reference 3.6 of the Data Sheet.
[33] Indicate unit cost and currency.
[34] Indicate route of each flight, and if the trip is one- or two-ways.
[35] Only if the training is a major component of the Assignment, defined as such in the Data Sheet or TOR.

Appendix. Financial Negotiations – Breakdown of Remuneration Rates

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for Assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Procuring Agency is charged with the custody of funds from Government of Sindh and is expected to exercise prudence in the expenditure of these funds. The Procuring Agency is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

i. Salary: This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.

ii. Social Costs: Social costs are the costs to the firm of staff's non-monetary benefits. These items include, inter alia, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an Assignment if no additional staff replacement has been provided. Additional leave taken at the end of an Assignment in accordance with the firm's leave policy is acceptable as a social cost.

iii. Cost of Leave: The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as per percentage of salary}^{36} = \frac{\textit{Total days leave x 100}}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Procuring Agency is not charged for the leave taken.

iv. Overheads: Overhead expenses are the firm's business costs that are not directly related to the execution of the Assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs.

[36] Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Agency does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

v. **Fee or Profit:** The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

vi. Away from Headquarters Allowance or Premium: Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit.

vii. Subsistence Allowances: Subsistence allowances are not included in rates, but are paid separately and in local currency. No additional subsistence is payable for dependents-subsistence rate shall be same for married and single team members.

viii. Standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable Expenses

2.1 Financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Procuring Agency Guarantee

3.1 The Payments to the firm, including payment of any advance based on cash flow projections covered by a Procuring Agency guarantee, shall be made according to an agreed estimated schedule ensuring the Consultant regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm: *Country:*
Assignment: *Date:*

Consult's Representation Regarding Costs and Charges

We hereby confirm that:

a. the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;

b. attached are true copies of the latest salary slips of the staff members listed;

c. the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this Assignment to the staff members listed;

d. the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

e. said factors for overhead and social charges do not include any bonuses or other means of profit-sharing

_____
[Name of Consulting Firm]

_____ _____
Signature of Authorized Representative *Date*

Name: _____

Title: _____

Consultant's Representation Regarding Costs and Charges

(Expressed in *[insert name of currency])*

Personnel		1	2	3	4	5	6	7	8
Name	**Position**	**Basic Salary per Working Month/ Day/ Year**	**Social Charges**[37]	**Overhead**	**Subtotal**	**Fee**[38]	**Away from Headquarter Allowance**	**Proposed Fixed Rate per Working Month/ Day/ Hour**	**Proposed Fixed Rate per Working Month/ Day/ Hour**
Head Office									
Field									

[37] Expressed as percentage of 1
[38] Expressed as percentage of 4

Section V – Terms of Reference

SUMMARY/ OVERVIEW OF THE ASSIGNMENT	
Procuring Agency	Sindh Economic Zones Management Company, Government of Sinc
Assignment Title	Feasibility study and transaction advisory services for the development of Aquaculture Park Project in Sindh under public-private partnership modes
Assignment Description	Under this Assignment, the Consultant shall be required to undertake the activities in three dependent and sequential phases, i.e., Transaction Preparation, Bid Management, and Transaction Negotiation & Achievement of Financing Close, subject to the approval of Competent Authority, i.e., the PPP Policy Board, at each phase. The initial phase will require the Consultant to review the institutional & regulatory framework, undertake technical financial & legal viability assessments, and conceptualize plans relating to the Projects. Subsequently, upon satisfactory completion of the first phase, the Consultant will be required to develop a marketing strategy to sensitize potential investors' participation under the bidding process for each Project separately, assist the Procuring Agency while undertaking the procurements, including biddings, transaction negotiations, and achieving financial closures at the end of the Assignment, as further detailed in this Section.
Contract Duration	Eighteen (18) months
Contract Type	Lump sum as further detailed in this Section
Procurement Framework	Sindh Public Procurement Act, 2009, including the SPP Rules, Regulations, Orders or Instructions framed thereunder.
Market Approach	National competitive bidding
Selection Method	Quality and cost-based selection (QCBS)
Commencement Date (Expected)	Immediately after signing the Contract.

1. PROJECT BACKGROUND

The Sindh Economic Zones Management Company, Government of Sindh (**'Procuring Agency'**) is embarking on a transformative initiative to modernize and enhance the aquaculture landscape within the province by establishing a dedicated Aquaculture Park in District Thatta under the Public-Private Partnership (PPP) framework. This project aims to introduce modern shrimp farming practices, integrated water management systems, hatcheries, and processing facilities to create a sustainable, export-oriented aquaculture cluster.

The Procuring Agency has initially identified a sizeable tract of land in the coastal belt of District Thatta, leveraging its proximity to brackish water resources and existing maritime infrastructure, as the ideal location for developing the Aquaculture Park as a model zone for

aquaculture-based industrial development. It is highlighted that larger coordinates of the identified land is 24.769071, 67.488882 & 24.278391, 67.733008 wherein the consultant has to locate the most suitable locations which shall be validated by authorities concerned.

The current strategy of the Government is to encourage private sector investment in the aquaculture sector, aiming to provide an enabling environment for its private sector-led development initiatives. The aquaculture sector offers significant opportunities to private sector investors through the development of high-yield shrimp farming units, hatcheries, feed mills, and value-added processing facilities, supported by centralized utilities and logistics infrastructure. These opportunities are further strengthened by Sindh's abundant marine resources, growing domestic demand for seafood, and strong export potential, making the sector highly attractive for long-term investment under a structured PPP model.

2. PROJECTS CONCEPTUALIZATION

The Project has been conceived by the Sindh Economic Zones Management Company, Government of Sindh (**'Procuring Agency'**), in line with its strategic objectives to develop specialized industrial zones that attract private investment, promote sustainable economic growth, and leverage Sindh's natural resources for high-value sectors. The Aquaculture Park is envisioned as a model zone to introduce modern shrimp farming practices, integrated water management systems, hatcheries, and processing facilities, creating an enabling environment for private sector participation under the PPP framework.

Accordingly, the Procuring Agency now invites Proposals from Eligible Bidders (individual firms or Consortia) to conduct the feasibility study and provide transaction advisory services for the development of the Projects under a public-private partnership mode (**'Assignment'**), in accordance with the Sindh Public Procurement Rules, 2010 (**'SPP Rules'**).

3. PROJECTS RATIONALE AND OBJECTIVES

To successfully achieve the objectives of this Assignment, the Procuring Agency seeks to engage the services of a top-tier advisory firm (with a solid experience and knowledge under financial, technical, and legal areas) to conduct comprehensive feasibility studies to evaluate the technical, financial, economic, environmental, and social viability of each Project.

Additionally, the advisory firm will be responsible for developing a detailed transaction structure for each Project, assisting in obtaining necessary approvals from relevant authorities, preparing comprehensive bidding documents, and managing the procurement process for the selection of suitable private partners. Furthermore, the advisory firm shall lead negotiations to finalize project agreements with the selected partners and provide ongoing support to achieve financial close, ensuring that all conditions precedent are met and facilitating the commencement of project implementation.

4. ASSIGNMENT SCOPE

The Consultant shall be required to conduct the Assignment in three (3) dependent and sequential phases. However, the Government reserves the right to terminate the Contract at the end of any phase if it is satisfied that proceeding further will not help achieve its objectives or other conditions stipulated in the Contract.

Phase 1: Transaction Preparation shall include but not limited to the following:

1.1 Inception Report: The Consultant under this stage would be required to provide overall project plan along with critical milestones and methodology, team details, requirements from the Procuring Agency, any key considerations etc.

1.1.1 Feasibility and Planning study: The initial stage involves the preparation of a Feasibility Study, which outlines the economic, technical, and operational aspects of the Aqua Park. This study evaluates location suitability, projected attendance, infrastructure requirements, and market demand. It also provides a preliminary cost-benefit analysis and forms the basis for decision-making by investors and regulatory authorities. Planning studies further consider land-use compatibility, accessibility, and integration with surrounding urban or rural development plans.

1.2 Technical Feasibility Study / Report

1.2.1 Site Assessment

- Conduct geotechnical and soil investigations to determine suitability for pond construction and infrastructure development.
- **Soil Sampling and Testing**: Borehole drilling, standard penetration tests, and laboratory analysis to determine soil classification, bearing capacity, permeability, and shear strength.
- **Foundation Analysis**: Recommendations for suitable foundation systems, whether shallow or deep foundations, based on soil properties and load requirements.
- **Slope Stability and Earthwork Design**: Ensuring embankments, water bodies, and landscaped areas remain stable under static and dynamic loads.
- **Seismic Risk Assessment**: Evaluating the potential impact of earthquakes on structural stability and recommending mitigation measures.

Geotechnical findings directly influence the design of water tanks, pools, artificial lakes, ride foundations, and supporting infrastructure.

Assess topography for drainage, and layout optimization (if applicable). topographical surveys consisting of level, contour and salient physical feature of the site are required. As part of the inception stage in preparing the transaction structure for the Aquaculture Park, a detailed topographic survey is carried out to provide accurate site mapping and elevation data essential for planning, designing, and structuring project components. The topographic survey tests include contour mapping to establish existing land profiles, slopes, and gradients that determine water flow and drainage requirements for aquaculture ponds and associated infrastructure. Benchmarking and leveling tests are performed using GPS, total station, and digital leveling instruments to establish precise reference points and vertical control data. Boundary demarcation tests

are undertaken to confirm legal site extents, adjoining land uses, and right-of-way considerations for access and utilities. Spot height observations and cross-section tests are conducted to generate digital elevation models (DEM) and contour plans, which are critical for assessing cut-and-fill requirements. Additionally, surface condition tests, such as soil cover, vegetation, and waterlogging patterns, are documented to understand natural site constraints. These topographic survey outputs not only ensure accurate engineering design but also serve as a legal and technical reference for the transaction structure, mitigating risks related to site conditions, land disputes, and cost estimations.

1.2.2 Water Resource Analysis

- Evaluate availability and conduct salinity profiling of water sources (brackish and freshwater).
- Analyze intake and discharge requirements, including pumping systems and energy needs (if applicable).
- **Catchment Analysis**: Determining the natural inflow and outflow of water in the project area.
- **Water Availability Assessment**: Evaluating whether sustainable water supply sources exist to meet the Aqua Park's consumption needs.
- **Flood Risk Assessment**: Identifying potential flood hazards that may endanger structures, rides, or visitors.
- **Drainage Network Evaluation**: Designing systems to ensure safe stormwater disposal, prevent waterlogging, and protect park infrastructure.

Additionally, a Water Resource Study is required to identify and secure water supply sources, whether through municipal supply, bore wells, rivers, or storage reservoirs. Special focus must be placed on water treatment, recycling, and conservation to minimize environmental impact. The study must also propose wastewater treatment and safe discharge mechanisms in accordance with environmental regulations.

1.2.3 Hydrological & Oceanographic Studies:

- Tidal Studies: Recording and analyzing high tide, low tide, spring tide, and neap tide cycles.
- Wave Analysis: Measuring wave heights, periods, and directions.
- Current Velocity & Direction: Studying tidal and longshore currents that may affect lagoon stability.
- Water Level Monitoring: Installing gauges to observe seasonal and daily variations in sea level.

1.2.4 Bathymetric & Topographic Surveys

- Bathymetric Survey: Mapping the seabed/lagoon floor depth profile.
- Topographic Survey at initial stage during or before site assessment which includes Land elevation survey to design lagoon banks and overflow structures.
-

1.2.5 Hydrodynamic & Hydraulic Modelling

- Flood Risk Modelling (storm surges, extreme rainfall).
- Water Exchange & Flushing Rate Calculation to ensure lagoon water quality.
- Inflow/Outflow Balance: Evaporation, rainfall, and tidal inflows.

1.2.6 Water Quality & Environmental Tests

- Baseline Water Quality Sampling (pH, salinity, dissolved oxygen, turbidity, nutrients).
- Ecological Survey of aquatic life, mangroves, and nearby habitats.

1.2.7 Meteorological & Climate Studies

- Rainfall & Evaporation Data Collection.
- Wind Speed & Direction Analysis (affects waves and evaporation).
- Climate Resilience Study (sea level rise, climate change impacts).

1.2.8 Aquaculture System Design

- Prepare conceptual and preliminary engineering designs for shrimp ponds, hatcheries, nurseries, and feed storage facilities.
- Define pond size, depth, and layout for optimal productivity and biosecurity.
- Plan supporting infrastructure such as internal roads, drainage networks, and fencing (if applicable).

1.2.9 Technology Assessment

- Review existing technologies and recommend suitable modern aquaculture technologies (e.g., aeration systems, recirculating aquaculture systems where feasible).
- Identify automation and monitoring solutions for water quality and feeding.

1.2.10 Facility Design with Cost Estimates :including but not limited to:

- Prepare designs for core facilities such as hatcheries, ponds, water intake/outfall systems, feed storage, and basic utilities.
- Design support infrastructure including internal roads, water supply, drainage, logistics areas for smooth operations and all relevant internal infrastructure.

1.2.11 Structural and Safety studies: Given the high volume of visitors and mechanical systems in an Aqua Park, specialized studies are required to ensure safety and reliability:

- **Structural Integrity Assessment**: Design review of pools, slides, and mechanical rides.
- **Mechanical and Electrical Safety**: Evaluation of pumps, filtration systems, power supply, and emergency backup facilities.
- **Risk Assessment**: Identification of potential hazards such as drowning, equipment malfunction, or crowd management issues, followed by preparation of a comprehensive risk mitigation plan.

1.2.12 GIS mapping: Develop GIS mapping including terrain and grading plan accordingly.

1.3 Master Planning Prepare and develop a comprehensive and complete master plan of the project incorporating all requisite details. The consultant also has to provide 3D architectural models (3x numbers) of the project using latest technologies.

The Consultant shall prepare and develop a **comprehensive and integrated Master Plan** for the Aquaculture Park, covering all physical, functional, environmental, infrastructure and operational components of the project. The Master Plan shall include land-use zoning, internal circulation layout, utilities planning (water supply, drainage, power, waste

management), production clusters, processing zones, worker facilities, and logistics / transportation links.

The Consultant shall also provide **3D architectural visualization models** of key project components using latest rendering and modeling technologies to ensure clarity of design and presentation for stakeholders and investors.

Additionally, the Consultant shall develop a **Virtual Reality (VR) Walkthrough / Immersive Digital Experience** of the Master Plan, enabling SEZMC and potential private sector partners to review the project in a **360° interactive environment**. The VR model shall be compatible with commonly used VR hardware and software platforms and shall include navigational controls, building and infrastructure layouts, landscape features, and indicative aquaculture facility arrangements.

The Consultant shall ensure that:

- The Master Plan is **aligned with site conditions, technical feasibility studies, coastal ecological considerations, and climate resilience requirements**.
- All drawings and models are submitted in both **editable and view-only formats**.
- A **presentation session** is conducted to explain the Master Plan, 3D models, and VR environment to SEZMC and relevant government stakeholders.

1.4 Utilities requirement assessment: Supporting infrastructure studies are equally important. These include: To access the utility requirement such as availability of water for project specific and for drinkable /sweet water, electricity, gas and access road for the proposed project with cost including coordination with service providers entities/ Disco`s and allied government departments. This information is crucial and identifying sourcing options and designing the infrastructure Masterplan with development cost (Internal & External). The Consultant shall be responsible for undertaking all requisite surveys, preparation of maps, and related documentation to ensure compliance with any observations, codal formalities, or requirements prescribed by the concerned Government Department or Agency.

- **Water Supply and Treatment Study**: Assessing potable water needs and treatment requirements along with connection charges and external and internal infrastructure charges.
- **Recycling Options for Lagoons**: Suggest the recycling options for lagoons
- **Wastewater and Sewerage Study**: Recommend the types of treatment plants for ensuring safe disposal (Connectivity if required any approval).
- **Energy Demand Study:** Estimating power requirements and identifying sustainable energy options.
- **Transportation (Traffic) and Accessibility Study**: Evaluating Road connectivity, parking, and internal mobility.
- **Electrical Resistivity study (ERS):** The primary purpose is to determine the stratification, depth, and nature of subsurface materials, as well as to identify groundwater tables, aquifer zones, or potential cavities.

1.5 Environmental and Social Impact Assessment (ESIA)

Note: *Before commencing the ESIA study, the Consultant shall conduct the screening and categorization of each Project (by utilizing ADBs standard Rapid Environment Assessment (REA), Indigenous People (IP), and Involuntary Resettlement (IR) checklists) to ascertain the environmental category and the scope of the subsequent environmental study required to fulfill ADB and/or other applicable International Financial Institutions (IFI) standards. The ESIA study shall be carried out by the Consultant, with the scope of activities including, but not limited to, the following:*

- Conduct the ESIA study of the Projects while considering all environmental and social aspects of the Project, as per national/ provincial laws/ guidelines and requirements of IFIs/SEPA;
- Conduct the ESIA study of the Project while considering all environmental and social aspects of the project, as per national / provincial laws / guidelines and requirements of IFIs;
- Conduct a study on carbon credit potential and green environment integration within the aquaculture project. This includes assessing carbon sequestration opportunities, identifying applicable carbon credit frameworks, and recommending sustainable practices that align with climate-smart and environmentally responsible development.
- Identify and assess the positive socio-economic impacts of the project in terms of satisfying basic needs, alleviating poverty, generating employment, and reaching large population segments;
- Identify and assess adverse socio-economic impacts such as physical displacement, changes in access to resources, disruption to livelihoods, changes in social or economic standing, inequitable distribution of benefits and costs among stakeholders, and changes to patterns of behavior that would not be consistent with prevailing gender perceptions, social norms, and religious or cultural values;
- Determine whether the project has negative impacts on particular categories of stakeholders such as women and ethnic minorities;
- Highlight factors impacting the Project during the procurement, development and operations phases;
- Recommend mitigation measures such as special institutional arrangements, arrangement of alternative residences for affected societies and modifications in project design;
- Estimate cost of the recommend mitigations measures;
- Through stakeholders consultations, identify key stakeholders of Projects;
- Conduct stakeholder consultation for awareness and feedback;
- Recommend mechanisms for the continued involvement of key stakeholders in the monitoring and evaluation of project impacts during implementation and operation.

1.5.1 Initial Environmental Examination (IEE)

- Collect essential environmental baseline data (soil, water, biodiversity, socio-economic).
- Identify and evaluate potential impacts during construction and operation.
- Outline general mitigation measures to minimize adverse effects.

- Prepare a simple Environmental Management Plan for monitoring and compliance.

1.6 Land acquisition and resettlement plan (LARP)

Note: *Based on the identification and findings of the IR&IP categorization exercise conducted at the Inception Report stage, the Consultant may be required to develop the LARP, which shall fulfill ADB and/or other applicable International Financial Institutions (IFI) standards. The scope of activities envisaged in the LARP shall include, but not be limited to, the following:*

- Prepare a detailed land acquisition plan, including the scope of land acquisition; description of land ownership and availability; discussion of legal issues (if any identified); implementation schedule and procedure for land acquisition; and cost estimates;
- Prepare an estimated cost for compensation of land acquisition in accordance with all requirements aligned with applicable laws and regulations;
- Prepare a detailed resettlement plan, including a list of affected people; entitlement and compensation policies; institutional arrangements; public participation, consultation, and grievance mechanisms; implementation schedule; cost estimate; and a monitoring and evaluation system.

Note: *Land availability/ possession and under title of the Procuring Agency will be shared with the successful Bidder upon Contract signing for the Projects utilization, if found a viable as the first option.*

1.7 Legal and Regulatory Assessment

- The Consultant shall review laws, policies, rules, and regulations related to aquaculture, environment, and climate change, and ascertain which laws, rules, and regulations will be applicable to the Projects' implementation;
- Identify the required district, provincial, and federal approvals necessary for the Projects' implementation;
- Review and verify the validity of Project land documents provided by the Government, if applicable;
- Prepare draft bills, rules, regulations, or any amendments to existing laws, rules, and regulations, if required for the implementation of the Projects;
- Identify relevant sector institutions and government entities pertaining to the Projects.
- The Consultant shall review laws, policies, rules, and regulations related to aquaculture, environment, and climate change, and ascertain which laws, rules, and regulations will be applicable to the Projects' implementation;
- Identify the required district, provincial, and federal approvals necessary for the Projects' implementation;
- Review and verify the validity of Project land documents provided by the Government, if applicable;
- Prepare draft bills, rules, regulations, or any amendments to existing laws, rules, and regulations, if required for the implementation of the Projects;

- Identify relevant sector institutions and government entities pertaining to the Projects.

1.8 Financial Viability Assessment

1.8.1 Viable Transaction Structure:

- Prepare viable transaction structures for Project implementation.
- Identify potential financial and non-financial Government support that may be required by the developer.
- Explain the rationale and form of any viability gap funding (VGF) required.
- Based on financial modeling, determine appropriate tariff levels and structures for the Projects within the feasibility study. The tariff design shall balance the following objectives and factors:
  - Stipulated service standards and associated costs;
  - Customers' willingness and ability to pay;
  - Need for and availability of subsidies.

1.8.2 Financial Model:

- Develop comprehensive financial models for the Projects, covering projected revenues, cost estimates for construction/development (Engineering, Procurement, and Construction - EPC; and Non-EPC), interest during construction, and operations & maintenance (O&M) cost estimates over the Project lifecycle.
- Ensure the model covers the entire term of the proposed concession agreement.
- Construct the financial model using a standard spreadsheet program (MS Excel).
- Incorporate inputs and assumptions, which shall include, but not be limited to:
  - Inflation, discount rate, and tax rates;
  - Construction data, such as initial capital expenditures over the specified period;
  - Future capital expenditures, both maintenance and growth-related;
  - Residual value of capital assets at the end of the concession period, constituting revenue for the Projects;
  - Funding levels and types, such as equity, loans, bonds, subsidies, or types of Islamic financing, if applicable;
  - Financial data, such as the terms of various financing instruments;
  - Recurring operating and maintenance (O&M) costs;
  - Recurring administrative costs;
  - Operating revenues, with underlying data such as demand forecasts and user charges.
- Include sheets detailing the Project company's cash flow statement, profit and loss account, and balance sheet;

- Incorporate results and summary sheets demonstrating the impact of different assumptions on Project cash flows. The results must be presented using at least the following financial indicators:
  - Project Internal Rate of Return (IRR);
  - Equity IRR;
  - Debt Service Coverage Ratio (DSCR), indicating the Project company's ability to repay debt from its annual cash flow;
  - Loan Life Cover Ratio (LLCR), indicating the Project company's ability to accommodate occasional cash shortfalls;
  - Other applicable and relevant financial ratios or indicators.
- Prepare a user manual for the financial model to facilitate its use throughout the Public-Private Partnership (PPP) process for continually assessing the impact of different pricing, financing, and service scenarios, and for updating or confirming decisions about Project structure;
- Ensure the financial model allows for sensitivity and scenario analyses based on various parameters.
- Preparation of Operation and management model.

1.9 Options Analysis

1.9.1 PPP Options Analysis

- Identify all reasonable PPP options available for the Projects;
- Evaluate the advantages, disadvantages, risks, benefits, and potential impacts of each option;
- Assess which options are likely to attract private sector investment;
- Recommend a preferred option, detailing its impact on financial and commercial viability, the financial model, and transaction structuring.
- Preparation of Operation and management model.

1.9.2 Project Risks

- Identify all pertinent Project risks;
- Assess each identified risk;
- Propose an allocation of each risk to party best equipped to manage it;
- Develop a comprehensive risk matrix;
- Provide commentary on Project viability under the proposed PPP modality.

1.9.3 Economic Analysis

- Conduct a thorough viability analysis of the proposed Projects, including a complete economic analysis, identification of associated economic risks, and sensitivity and risk analyses;
- Conduct a Value for Money (VfM) analysis based on a public sector comparator (PSC) model;
- Perform a comprehensive economic cost-benefit analysis (CBA);
- Identify contingent costs and risks;

- Calculate the Economic Internal Rate of Return (EIRR);
- Conduct sensitivity and scenario analyses, assessing impacts on payback period and EIRR.

1.9.4 Demand-Supply Analysis

- Conduct a comprehensive demand and affordability analysis.

1.10 Comparative Best Practices Study – Shrimp Farming

The Consultant shall conduct a **Comparative International/Domestic Study** of successful aquaculture parks and/or commercial shrimp farming clusters developed under public, private, or Public-Private Partnership (PPP) arrangements in at least **12** relevant countries. This study shall include the analysis of complete supply chain with backward and forward linkages across the aquaculture ecosystem. and will explain / identify the methodology and processes / practices being adopted by countries under researched. These may include, but are not limited to:

- **Vietnam** (intensive shrimp farming and export cluster development)
- **Thailand** (commercial aquaculture value chain and farm management systems)
- **Indonesia / Malaysia** (coastal aquaculture zoning and community-based hatchery systems)
- **China** (large-scale RAS / semi-intensive systems integration and technology transfer)
- **Ecuador / Mexico** (commercial pond and processing-linked supply chain models)
- **South Asian Counties**

The study shall **comprehensively document the complete development cycle**, including but not limited to:

a) **Project Concept Stage:**
   - Industry demand assessment
   - Site selection and environmental suitability screening
   - Institutional mechanisms and regulatory compliance frameworks

b) **Design and Infrastructure Development:**
   - Hatchery, nursery, pond system, water exchange systems, and feed supply chain planning
   - Utilities and infrastructure layout (power, water, drainage, waste management)
   - Technology adoption models (Pond, Semi-Intensive, RAS, Biofloc, Hybrid Systems)

c) **Business, Marketing & Operations Models:**
   - Farm-to-market value chain integration
   - Private operator / cluster management models (cooperative, concession, lease, JV, etc.)
   - Export quality certification systems and compliance standards
   - Price realization, brand positioning, and market access strategies

d) **Management, Governance & Revenue Model Analysis:**
   - Role of government agencies vs. private sector
   - PPP structuring methods and risk-sharing frameworks
   - Operational monitoring, audit, ESG compliance, and community participation

Deliverable: Sindh-Specific Development Roadmap

Based on the above benchmarking, the Consultant shall prepare a **Roadmap for Sindh Aquaculture Development**, which shall include:

- Recommended **technology systems** suitable for **Sindh's water, soil, climate, and coastal ecology**
- Proposed **Cluster Layout / Production Zones** for the Aquaculture Park
- Recommended **PPP Structure and Private Sector Participation Model**
- Institutional and regulatory support mechanisms required
- Implementation phasing schedule and investment program
- Proposed **Marketing and Export Strategy** based on local strengths and global demand
- Risk assessment and mitigation strategy, including climate resilience and environmental safeguards

1.11 Marketing and Investor Outreach: The Consultant shall design and execute a comprehensive marketing and communication strategy to promote the Projects to potential investors, operators, financiers, and other relevant stakeholders throughout the Assignment's initial phase. Key activities shall include:

1.11.1 Sector Insight: The consultants will be required to execute study visits to at least two leading global sites for international exposure that demonstrate best practices in the sector, enabling participants to gain firsthand insights into effective ecosystem development and management approaches

1.11.2 Marketing and Communication Strategy Development: Develop a targeted marketing and communication strategy to generate awareness and interest in the Projects among domestic and international investors, aligning messaging with the Projects commercial potential and strategic objectives. This will include; developing and printing of marketing tools/booklets/brochure/information memorandum.

1.11.3 Investor and Stakeholder Sensitization: Actively engage global potential investors operators, and financiers through structured outreach activities. Collect and incorporate their feedback into the Project's structure, risk allocation, and commercial framework to ensure market alignment and investor confidence.

1.11.4 Investor Conference / Roadshow: Organize and execute investor conference (s) or roadshow(s) in a 5-Star hotel (local/global) on need basis to promote the Project and share key details with potential participants.

- The Consultant shall be fully responsible for all arrangements, including venue selection, event logistics, refreshments, presentation materials, printing, branding, and other associated costs;

- The event shall serve as a platform for presenting the Projects proposed structure, soliciting investor feedback, and fostering early engagement with key stakeholders.

1.11.5 Market Assessment Report: Prepare and submit a comprehensive Market Assessment Report documenting all marketing and outreach activities conducted under this component. The report shall include:

- A summary of investor consultations and key feedback received;
- Details of the investor conference/roadshow and participation data;
- A list of potential investors and prospective bidders, along with their profiles, credentials, and level of expressed interest.

1.12 Transaction Structure Report: The Consultant shall prepare a Transaction Structure Report for the Procuring Agency, outlining possible transaction structures and specific risk allocations for the Projects under the envisaged PPP modality.

Note: *During Phase I, the successful Bidder shall undertake all surveys required for the preparation of feasibility study reports. Additionally, the Consultant shall prepare and deliver presentations to the PPP Policy Board, Technical & Financial Evaluation Committee (TFEC), or any other designated forum to seek approvals or inputs as necessary throughout the Assignment. It may be noted that the successful Bidder, together with the Key Professional Staff, shall present each deliverable report before the Project's Oversight Committee and incorporate its feedback/ comments in the final deliverable report submitted to the Procuring Agency.*

Phase 2: **Bid Management**, if the Procuring Agency decide to proceed with Phase II, the Consultant shall perform functions including, but not limited to, the following:

2.1 Bid Document: The Consultant shall:

- Assist the Procuring Agency in establishing a data room containing all relevant Project documents and information for investor due diligence;
- Provide input on marketing documents and support marketing efforts;
- Devise quantitative and qualitative Key Performance Indicators (KPIs) along with a corresponding deduction mechanism;
- Prepare bidding documents, including Request for Qualifications (RFQ) (if applicable), Request for Proposals (RFP), concession agreement, Provincial Support Agreement, direct agreement, and any other agreements required for each Project, ensuring compliance with procurement laws, regulations, policies, international best practices;
- Develop and finalize evaluation criteria and terms of the bidding;
- Assist the Procuring Agency in the preparation, population, hosting, and management of an online data room to facilitate bidders' due diligence, including drafting procedures governing its use.

2.2 Bidding Process: The Consultant shall assist the Procuring Agency in:

- Preparing or updating the annual procurement plan;
- Assisting in preparing the documents for launching procurements,
- Preparing responses to prospective bidders' queries;
- Attending pre-bid meetings, as scheduled by the Procuring Agency, and responding to prospective bidders' queries;
- Amending bidding documents to reflect material issues raised by bidders and accepted by the Procuring Agency and other stakeholders, prior to the Bid Submission Deadline and in accordance with applicable laws, rules, and regulations;
- Assisting the Procuring Agency and its TFEC during bid evaluation (including analysing amendments to Project documents proposed by bidders and evaluating legal and financial proposals of qualified bidders) and preparing evaluation reports;
- Updating Project cost estimates during the procurement cycles, considering inflation and other factors;
- Preparing and delivering presentations on bid evaluation outcomes to the TFEC and other authorities, as needed, for necessary approvals.
- Assisting the Procuring Agency in issuing letter of award/acceptance to the successful bidders for each procurement cycle;
- Advising on bid-related correspondence with bidders throughout the entire bidding process for each procurement cycle.

Phase 3: **Transaction Negotiations & Financial Closure**: This phase shall include, but not be limited to, the following:

3.1 Bid Document: The Consultant shall:

- Support negotiations and the finalization of Project agreements between the Procuring Agency, other stakeholders, and the winning bidders/Special Purpose Vehicles (SPVs);
- Assist the Procuring Agency in the execution of Project agreements with the winning bidders and ensure that all pre-conditions and requirements set forth in bidding documents and applicable legislation are met by the winning bidders/SPV;
- Coordinate with the Procuring Agency on correspondence with stakeholders, manage processes with other team members throughout the transaction, and facilitate the post-bid process leading to Project award;
- Draft and negotiate further project agreements, including but not limited to independent engineer agreements, independent auditor agreements, project site license agreements, annuity agreements, shareholding agreements, equity funding & utilization agreements, price escalation agreements, concession direct agreements, and escrow agreements;
- Provide legal opinions to the Procuring Agency on any Project-related matter throughout the entire duration of the Contract;
- Advise the Procuring Agency on an ongoing basis to ensure compliance with applicable procurement and other laws, rules, and regulations throughout the bidding process and on any legal issues that may arise.

3.2 Financial Closure: The Consultant shall:

- Review and provide feedback on the draft financing term sheet and assess its compliance with the Concession Agreement and other Project procurement parameters;
- Review and finalize the concession direct agreement;
- Review and provide feedback on the fulfillment of CPs of the concession agreement and those related to Financial Close;
- Assist Procuring Agency/Government in achieving Financial Close.

Note: *The Bidder shall provide the Services to the Procuring Agency for the Proposed Concessions for the Projects. At any stage or during any phase, upon the Procuring Agency's request, the legal, technical, and financial consultants (as members of the Consortium) shall furnish opinions or assistance on any matter (including litigation), document, or agreement related to the Projects. The Consortium's internal coordination shall be the sole responsibility of the Lead Member. Moreover, The Lead Member shall be solely responsible for maintaining complete records of all meetings held during the Assignment, including pre-bid meetings, progress review meetings, TFEC meetings, technical negotiations, and all other official interactions. The Lead Member shall prepare, document, and submit duly signed Minutes of Meetings (MoMs) to the Procuring Agency within two (02) working days of each meeting.*

The Bidder is hereby notified that following the submission of each deliverable report, the Procuring Agency will convene a review meeting of the Oversight Committee. Attendance at these meetings, including pre-bid and TFEC meetings, by all proposed Key Professional Staff is mandatory as part of this Assignment. For each instance of non-attendance by a Key Professional Staff, the Procuring Agency shall deduct an amount equivalent to three percent (3%) of the respective deliverable or sub-milestone payment. For each instance of non-attendance by the Lead Staff (Financial/ Technical/ Legal), the Procuring Agency shall deduct an amount equivalent to five percent (5%) of the respective deliverable or sub-milestone payment.

5. ASSIGNMENT DELIVERABLES & PAYMENT SCHEDULE

The Consultant shall achieve the Assignment's milestones and deliverables in three phases within a cumulative duration of thirty (18) months, effective from the date of Contract signing. It is clarified that although the total land parcel comprises 2,500 acres, the payment shall be computed strictly on the basis of the actual land area on which the studies are to be undertaken, in accordance with the finalized Master Plan. Prospective bidders shall take this provision into account while formulating and submitting their proposals.

Sr. #	Deliverable (Separate for Each Project)	Timelines	Payment[39]
4.1	**Phase I – Transaction Preparation** (T1 = Effective from the Contract Signing Date)		
4.1.1	Inception Report	T1 + 14 days	5%
4.1.2	Feasibility Report	T1 + 4 Months	35%

[39] Payment schedule is mentioned as a percentage (%) of the total Contract Price

	• Technical Feasibilty studies & Report • Master Plan • Utilities requirement assessment • Environmental and Social Impact Assessment (ESIA) • Land acquisition and resettlement plan (LARP) • Legal and Regulatory Assessment • Financial Viability Assessment • PPP Options Analysis • Comparative Best Practices Study – Shrimp Farming		15% 3% 3% 4% 2% 2% 2% 3% 1%
4.1.3	• **Marketing and Investor Outreach** a. Sector Insight study b. Marketing and Communication Strategy Development c. Investor and Stakeholder Sensitization d. Investor Conference / Roadshow e. Market Assessment and Transaction Structure Report	T1 + 6 Months	20% 5% 2% 2% 6% 5%
4.1.4	• **Transaction Structure Report**	T1+6 Months	5%
4.2	**Phase II – Bid Management** (T2 = Effective from Transaction Structure & Approval)		
4.2.1	Bidding Package (Refer scope 2.1 & 2.2)	T2 + 2 Month	10%
4.2.2	Submission of Bid Evaluation Reports	T2 + 5 Months	5%
4.2.3	Issuance of Letters for Award of Contracts	T2 + 6 Months	5%
4.3	**Phase III – Transaction Negotiation(s) & Financial Closure(s)** (T3 = Effective from the Issuance of Letters for Award of Contracts)		
4.3.1	Transaction negotiation and signing of Concession(s) (Refer scope 3.1)	T3 + 1 Month	10%
4.3.2	Financial Closure(s) (Refer scope 3.2)	T3 + 6 Months	5%
Total Contract Duration		**18 Months**	**100%**

NOTE: *The successful Bidder shall provide the services to the Procuring Agency for Project and shall receive payments for each deliverable/ sub-milestone completed as specified above. The Bidder is hereby expressly notified that following the submission of each deliverable report, the Procuring Agency will convene a review meeting of the Oversight Committee. Attendance at each meeting, including pre-bid and TFEC meetings, by all proposed Key Professional Staff proposed under this Assignment is mandatory. For each instance of non-attendance by a Key Professional Staff, the Procuring Agency shall deduct an amount equivalent to three percent (3%) of the respective deliverable or sub-milestone payment. For each instance of non-attendance by the Lead Staff (Financial/ Technical/ Legal), the Procuring Agency shall deduct an amount equivalent to five percent (5%) of the respective deliverable or sub-milestone payment.*

6. ASSIGNMENT RFP INQUIRIES/ CLARIFICATION

Requests for clarification must be made in writing and received at least five (5) calendar days prior to the Bid Submission Deadline. Submissions should be sent by postal mail or facsimile, AND by e-mails, to the following:

Attention: Manager Sindh Economic Zones Management Company, Government of Sindh
Address: 2nd Floor, Block A, Bahria Complex IV, Choudhry Khaliq Uz Zaman Road, Karachi, Pakistan. Karachi
Phone: **+92 21 99332220**
Email: **aquaculture@sezmc.gos.pk**

7. RELEVANT INFROMATION

For more information relating to the Bidding Process, **please keep visiting the websites:** https: www.sezmc.gos.pk and https://www.pppunitsindh.gov.pk/.

Section VI – Conditions of Contract and Standard Forms

General Conditions of Contract

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General Conditions of Contract

1. General Provisions

1.1. Definitions

1.1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) **'Applicable Law'** means the Sindh Public Procurement Act, thereunder Rules 2010;

(b) 'Procuring Agency' means the implementing department which signs the Contract;

(c) **'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, nongovernmental organizations, and individuals;

(d) **'Consortium'** means Consultants comprised of a group of two or more enterprises formed to submit a Proposal;

(e) **'Contract'** means the contract signed by the Parties and all the attached documents listed in its Clause 1, i.e., General Conditions (GC), the Special Conditions (SC), and the Appendices;

(f) **'Contract Price'** means the price to be paid for the performance of Services, in accordance with Clause 6;

(g) **'Effective Date'** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;

(h) **'Foreign Currency'** means any currency other than the currency of the PA's country;

(i) **'GC'** means these General Conditions of Contract;

(j) **'Government'** means the Government of Sindh;

(k) **'Local Currency'** means Pak Rupees;

(l) **'Member'** means any of the entities that make up the joint venture/ Consortium/ association, and "Members" means all these entities;

(m) **'Party'** means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them;

(n) **'Personnel'** means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof;

(o) **'SC'** means the Special Conditions of Contract by which the GC may be amended or supplemented;

(p) **'Services'** means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References;

(q) **'Sub-Consultants'** means any person or entity to whom/ which the Consultant subcontracts any part of the Services;

(r) **'In writing'** means communicated in written form with proof of receipt.

1.2. Law Governing Contract

1.2.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

1.3. Language

1.3.1. This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to meaning or interpretation of this Contract.

1.4. Notices

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5. Location

1.5.1. The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

1.6. Authority of Member in Charge

1.6.1. In case the Consultant consists of a joint venture/ Consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the PA.

1.7. Authorized Representatives

1.7.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SC.

1.8. Taxes and Duties

1.8.1. The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9. Fraud and Corruption

1.9.1. If the Procuring Agency determines that the Consultant and/or its Personnel, sub-contractors, sub-Consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Procuring Agency may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/ disqualification as provided in the SPP Rules.

Any personnel of the Consultant, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

1.9.2. **Integrity Pact** – If the Consultant or any of his Sub-Consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-A to this Form of Contract, then the Client shall be entitled to:

(a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-Consultant, agents or servants;

(b) terminate the Contract; and

(c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-Consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. Commencement, Completion, Modification and Termination of Contract

1.1. Effectiveness of Contract

2.1.1. This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2. Commencement of Services

2.2.1. The Consultant shall begin carrying out the Services not later than number of days after the Effective Date specified in the SC.

2.3. Expiration of Contract

2.3.1. Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4. Modifications or Variations

2.4.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5. Force Majeure

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

2.5.2. **No Breach of Contract:** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

2.5.4. **Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination

2.6.1. **By the Procuring Agency:** The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Procuring Agency shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

(a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Agency may have subsequently approved in writing;

(b) If the Consultant becomes insolvent or bankrupt;

(c) If the Consultant, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;

(d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2. **By the Consultant:** The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to PA, such notice to be given after occurrence of any of the

events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

(a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract without Consultants fault;

(b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;

(c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(d) If the Procuring Agency fails to comply with any final decision reached as result of arbitration pursuant to Clause GC 8 hereof.

2.6.3. **Payment Upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Procuring Agency shall make the following payments to the Consultant:

(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the Consultant

3.1. General

3.1.1. **Standard of Performance:** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2. Conflict of Interests

3.2.1. The Consultant shall hold the PA's interests paramount without any consideration for future work and strictly avoid conflict with other Assignments or their own corporate interests.

3.2.2. **Consultants not to Benefit from Commissions, Discounts, etc.:** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.3. **Consultant and Affiliates not to be Otherwise Interested in Project:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.4. **Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with activities assigned to them under Contract.

3.3. Confidentiality

3.3.1. Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4. Insurance to be Taken Out by the Consultant

3.4.1. The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the Procuring Agency showing that such insurance has

been taken out and maintained and that the current premiums have been paid.

3.5. Consultant's Actions Requiring PA's Prior Approval

3.5.1. The Consultant shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services;

(b) appointing such members of the Personnel not listed by name in Appendix C; and

(c) any other action that may be specified in the SC.

3.6. Reporting Obligations

3.6.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in (Procuring Agency may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.6.2. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7. Documents Prepared by the Consultant to be the Property of the Procuring Agency

3.7.1. All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.

3.7.2. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8. Accounting, Inspection and Auditing

3.8.1. The Consultant shall keep, and shall cause its Sub-Consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2. The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Procuring Agency and/or persons appointed by the Procuring Agency to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Procuring Agency if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede

the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures).

4. Consultant Personnel

4.1. Description of Personnel

4.1.1. The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.

4.2. Removal and/or Replacement of Personnel

4.2.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

4.2.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.

4.2.3. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the PA

5.1. Assistance and Exemptions

5.1.1. The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2. Change in the Applicable Law Related to Taxes and Duties

5.2.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant

under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3. Services and Facilities

5.3.1. The Procuring Agency shall make available free of charge to the Consultant the Services and Facilities listed under the Bid Data Sheet.

6. Payments to the Consultant

6.1. Security

6.1.1. The Consultant has to submit the performance security at the rate mention in SC.

6.2. Lump-Sum Contract

6.2.1. The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.3. Contract Price

6.3.1. The price payable in Pak Rupees/ foreign currency is set forth in the SC.

6.4. Payment for Additional Services

6.4.1. For purpose of determining remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.5. Terms and Conditions of Payment

6.5.1. Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Procuring Agency shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Procuring Agency specifying the amount due.

7. Good Faith

7.1. Good Faith

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

8. Settlement of Disputes

8.1. Amicable Settlement

8.1.1. The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the Assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2. Dispute Resolution

8.2.1. Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with provisions specified in SC.

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall ***supplement and/ or amend the General Conditions of Contract (GCC)****. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.*

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1.1(a)	**The Applicable Procurement Law is:** Sindh Public Procurement Act and Sindh Public Procurement Rules (as prevails at the RFP advertisement time)
GCC 1.1.1(b)	**The Procuring Agency's Name is:** Sindh Economic Zones Management Company, Government of Sindh
GCC 1.2.1.	**The Contract shall be construed in accordance with the law of**: Islamic Republic of Pakistan.
GCC 1.3.1.	**The Language is:** English
GCC 1.4.1.	**The addresses are:** **Procuring Agency:** **Attention:** _____ **Address:** _____ **City:** _____ **Phone No:** _____ **E-mail:** _____ **Consultant:** **Attention:** _____ **Address:** _____ **City:** _____ **Phone No:** _____ **E-mail:** _____
GCC 1.5.1.	**The services shall be performed at:** Karachi and the Project's locations as further specified in the TOR.
GCC 1.6.1.	**{The Member in Charge is** *[insert name of member]***}** *Note: If the Consultant consists of a joint venture/ Consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.6 should be deleted from the SC.*

GCC 1.7.1.	**The Authorized Representatives are:** For the PA: _____ For the Consultant: _____
GCC 1.8.1.	All the taxes and duties including income, service, stamp duty, and those as applicable on the offered services under this Contract shall be borne by the Consultant. The applicable taxes shall be deemed as part of the Consultant's total quoted bid.
GCC 2.1.1.	The date for effectiveness of contract shall start with effect from the date of agreement signing by both the Parties.
GCC 2.1.2.	The Consultant shall commence contractual services immediately after signing of agreement. Confirmation of the Professional Staff/ Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing (also along with the Proposal) as a written statement signed by each Expert.
GCC 2.3.1.	The Contract shall remain effective for thirty (18) months; however, this stipulated period may be extended at no-cost or without any change in the Contract Price in case of a reasonable delay, acceptable to the Procuring Agency, in the Projects execution subject to the terms and conditions laid down in the RFP Document.
GCC 2.4.1.	Any modification or variation of terms and conditions of this Contract, including any modification or variation of the scope of Services (except the Proposed Concessions), if required, will be made through an addendum to agreement with mutual consent of both the parties.
GCC 3.6.1.	Reporting obligations include but is not limited to the following **(refer to the TOR's and GCC 6.5.1. for further details):** • Inception Report • Technical Feasibility Report • Economic Financial Viability Assessment • PPP Option Analysis with Risk Matrix • Market Viability Assessment • Institutional & Regulatory Assessment Report • PPP Options, Risk Matrix & Value for Money Analysis Report • Project Preparation & Approval • Bid documents package, including concession agreements; and • Any other report as part or falling within the Assignment's scope.

GCC 6.1.1.	Successful Consultant, upon fourteen (14) days of issuance of the Letter of Award, shall require submitting **performance security** equivalent to **7.5% of the Contract Price** in shape of **Bank Guarantee** issued by a scheduled bank in Pakistan in favor of **'CEO, Sindh Economic Zones Management Company'**. Discharge of the security shall take place within twenty-eight (28) days following satisfactory completion of the Procuring Agency's performance obligations.
GCC 6.3.1.	The Procuring Agency shall release the payments to the successful Bidder (in case of a Consortium, respective members including a National Company or a foreign firm) in **Pak Rupees** only.
GCC 6.5.1.	The payments shall be made according to deliverables and schedule as specified under Section V – Terms of Reference of RFP Document.
GCC 8.2.1.	Disputes shall be settled in accordance with the Arbitration Act, 1940.

Contract

THIS CONTRACT ("Contract") is entered into this *[insert starting date of Assignment]*, by and between *[insert PA"s name]* ("PA") having its principal place of business at *[insert PA's address]*, and *[insert Consultant's name]* ("Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the Procuring Agency wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services	1.1	The Consultant shall perform the services specified in Section V – Terms of Reference and Scope of Services," which is made an integral part of this Contract (the **'Services'**).
	1.2	The Consultant shall provide the reports listed in Annex B, **'**Consultant**'**s Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
2. Term	2.1	The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
3. Payment	3.1	**Ceiling:** For Services rendered pursuant to Section V, the Procuring Agency shall pay the Consultant an amount not to exceed [insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
	3.2	**Payment Conditions:** Payment shall be made in Pak Rupees (PKR), no later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 5.
4. Economic Price Adjustment	4.1	Not applicable
5. Project Administration	5.1	**Coordinator:** The Procuring Agency designates Mr./Ms. *[insert name]* as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

5.2 **Timesheets:** During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

5.3 **Records and Accounts:** The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Procuring Agency reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Performance Standards

6.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Procuring Agency considers unsatisfactory.

7. Confidentiality

7.1 The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Procuring Agency's business or operations without the prior written consent of the PA.

8. Ownership of Material

8.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Procuring Agency under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software.

9. Consultant Not to be Engaged in Certain Activities

9.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

10. Insurance

10.1 The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipment.

11. Assignment

11.1 The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.

12. Law Governing Contract and Language

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

13. Dispute Resolution 13.1 Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940.

FOR THE PROCURING AGENCY

Signed by _____

Title _____

FOR THE CONSULTANT

Signed by _____

Title _____

Appendices

Standard Forms

*[**Note:** Standard Forms provided in this RFP Document for securities are to be issued by an eligible bank mentioned in the Data Sheet. In case, a Bidder chooses to submit bid or performance security using Bank Guarantee, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities].*

Form of Bid Security

(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____
Name of Principal (Bidder) with address: _____
Sum of Security (express in words and figures): _____
_____
RFP/ Bid Reference No.: _____
RFP/ Bid Date: _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the RFP/ Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called the **'Procuring Agency'**) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying RFP/ Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a bid security in the above said sum to the Procuring Agency, conditioned as under:

(1) that the bid security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;

(2) that in the event of;

- (a) the Principal withdraws his Bid during the period of validity of Bid, or
- (b) the Principal does not accept the correction of his Bid Price, or
- (c) failure of the successful bidder to
  - (i) furnish the required performance security, in accordance with Sub-Clause ITC-24.2 of Instructions to Consultants, or
  - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses ITC-9.1 & 9.2 of Instructions to Consultants,

  the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen

(14) days of receipt of Letter of Acceptance, a performance security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite performance security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

Form of Performance Security

(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry Date _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____
Name of Principal (Consultant) with address: _____
Sum of Security (express in words and figures): _____
Letter of Acceptance No. _____
Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the RFP Document and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for _____ _____ (Name of Contract) for the _____ _____ (Name of Assignment).

NOW THEREFORE, if the Principal (Consultant) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements and Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations

under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Consultant) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
Guarantor (Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title

Corporate Guarantor (Seal)

Appendix A – Integrity Pact

Declaration of Fees, Commission and Brokerage etc. Payable by the Consultant

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

…… *[name of Consultant]* 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 GoS through any corrupt business practice.

Without limiting the generality of the foregoing, *[name of Consultant]* 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 object of obtaining or inducing procurement of contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[name of Consultant] 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 GoS and has not taken any action or will not take any action to circumvent above declaration, representation or warranty.

[name of Consultant] 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 as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at option of GoS.

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

Name of the Procuring Agency: _____
Signature: _____
[Seal]

Name of the Consultant: _____
Signature: _____
[Seal]

Appendix B – Affidavit (non-blacklisting)

[On stamp paper of PKR 500]

[Location, Date]

To: *[Name and address of PA]*

Re: Feasibility Study and Transaction Advisory Services for the Aquaculture Park Project in Sindh under Public Private Partnership Mode.

Dear Sir:

Pursuant to the Request for Proposal Document dated *[insert the date]* in respect of the Project, *[Insert Name of the Attorney]* hereby represents and warrants that, as of the date of this letter, *[Insert Name of Bidder/ Member of Consortium]*:

(a) is not in bankruptcy or liquidation proceedings;

(b) has not been convicted of, fraud, corruption, collusion, or money laundering during the last five (5) years;

(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) is not blacklisted by any Federal or Provincial governmental or non-governmental department/ agency in Pakistan, or any other provincial government/ governments of any foreign countries or their governmental bodies and /or International Organizations, as at the submission deadline; and

(e) does not fall within any of the circumstances for ineligibility listed in Instructions to Consultants Clauses 18.1, 13.1, 6.1, and 2.2 (Eligibility Criteria – Bid Data Sheet) of the RFP Document;

Yours sincerely,

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

Appendix C – Power of Attorney[40]

[On stamp paper of PKR 500]
[To be notarized]

[Location, Date]

Know all men by these presents, we, _____ ***[insert name and address of the registered office of the firm]*** do hereby constitute, appoint and authorize Mr./ Ms._____ ***[insert name and father name]*** who is presently employed with ***[us or the Lead Member of our Consortium]*** and holding the position of _____ as our Attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to our Bid for providing consultancy services in relation to the *Feasibility Study and Transaction Advisory Services for the AQUACULTURE PARK PROJECT in Sindh under Public Private Partnership Mode* (**'Assignment'**), including signing, authenticating and submission of application/ Proposals (Technical and Financial) and affidavits, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all its dealings with the Sindh Economic Zones Management Company, any other Government entity or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant Project documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For and on behalf of

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

Witnesses:

Signature: _____	Signature: _____
Name: _____	Name: _____
CNIC No.: _____	CNIC No.: _____

[40] In case of a Consortium, a separate power of attorney (on this format) to be provided/ executed by each member of the Consortium (including the Lead Member) in favor of a representative and attorney of the Lead Member of the Consortium. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. For a power of attorney executed and issued overseas, the same will also have to be legalized by the Pakistan Embassy and notarized in the jurisdiction where the power of attorney is being issued.

Appendix E – Documents Checklist

The prospective Bidder (individual firm or consortium) shall provide the ***checklist, attached with Form Tech-1 (TECHNICAL PROPOSAL SUBMISSION FORM),*** *containing information of the required documents accompanied with the Technical proposal that must be appropriately filled, signed, and stamped by the Bidder's authorized representative.* ***While submitting the bid, the Technical proposals need to follow the instructions as recommended below:***

- *the Bidder (in case of a Consortium, each member) must consult the RFP Document for checking the documents' requirement against each criterion and sub-criterion;*
- *the documents are placed in order as listed below (and those as deemed necessary for qualifying the eligibility and technical evaluation criteria);*
- *the documents contain substantial evidence (work orders, contracts with a clear scope, and completion certificates or any other substantial evidence if the completion certificates are not available) against the claimed projects' experience and its milestones achieved;*
- *the documents are printed using paper's double sides, where possible;*
- *the documents are indexed with page numbers repeat with page numbers as mentioned below;*
- *the documents (Technical Proposal) do not disclose any information relating to the Financial Bid;*
- *the documents are submitted, preferably using two-holes file folders/ pockets.*
- ***the Bidder must note that the Procuring Agency's Committee, during the evaluation process, shall rely on the following information provided by the Bidder. It is the sole responsibility of the Bidder to provide the information in a proper manner as required under the Checklist.***

Bidder's Name: _____
RFP Ref. No.: _____
Procuring Agency: _____
Assignment Title: _____
Submission Date: ___ / ___ / 2025 **Time:** ___:___
Technical Proposal: ___ Pages

Sr.	Document Title with Description	Check	Page No.
General Requirements			
1.	Technical and Financial proposals are in a separate and sealed envelope	☐	N/A
2.	Alternative bids or proposals are not submitted	☐	N/A
3.	All pages of original Proposal initialed by authorized representative of Consultants	☐	N/A
4.	Checklist has been properly filled and indexed as per instruction provided above	☐	N/A
Technical Proposal Requirements			
5.	Form Tech 1: Technical Proposal Submission Form	☐	
6.	Form Tech 2: Consultant's Organization and Experience	☐	
	6.2 Relevant Experience		
	6.2.1 Technical Experience	☐	

Sr. #	*Project Title*	*Work Order*	*Contract Agreement*	*Completion Certificate*
I.	*Insert project title here*	*Insert page number*	*Insert page number*	*Insert page number*
II.	*Insert project title here*	*Insert page number*	*Insert page number*	*Insert page number*

	6.2.2 Legal Experience ***Sr. #*** / ***Project Title*** / ***Work Order*** / ***Contract Agreement*** / ***Completion Certificate*** **I.** / *Insert project title here* / *Insert page number* / *Insert page number* / *Insert page number* **II.** / *Insert project title here* / *Insert page number* / *Insert page number* / *Insert page number*	☐	
	6.2.3 Lead / financial Experience ***Sr. #*** / ***Project Title*** / ***Work Order*** / ***Contract Agreement*** / ***Completion Certificate*** **I.** / *Insert project title here* / *Insert page number* / *Insert page number* / *Insert page number* **II.** / *Insert project title here* / *Insert page number* / *Insert page number* / *Insert page number*	☐	
7.	Form Tech 3: Comments and suggestions on the TOR and resources	☐	
8.	Form Tech 4: Description of approach, methodology and work plan	☐	
9.	Form Tech 5: Team Composition and Task Assignments	☐	
10.	Form Tech 6: CVs along with the last educational degree or certificate of the Key Professional Staff	☐	
	10.1 Financial Team		
	10.1.1 Financial Team Leader	☐	
	10.1.3 Project Finance Expert	☐	
	10.2 Technical Team		
	10.2.1 Technical Team Leader	☐	
	10.2.2 Shrimp Farming Expert	☐	
	10.2.3 Civil Engineer	☐	
	10.2.4 Structural Engineer	☐	
	10.2.5 Mechanical Engineer	☐	
	10.3 Legal Team		
	10.3.1 Legal Team Leader	☐	
	10.3.2 Legal Expert	☐	
11.	Form Tech 7: Staffing Schedule	☐	
12.	Form Tech 8: Work Schedule	☐	
13.	Appendix C- Power of Attorney – on stamp paper of required value	☐	
14.	Appendix B – Affidavit (non-blacklisting) – on stamp paper of required value	☐	
15.	Appendix A - Integrity Pact	☐	
16.	Consortium Agreement (in case of a Consortium only)	☐	
17.	Constituent Documents (Memorandum & Articles of Association or equivalent)	☐	
18.	Registration Documents (NTN, SRB, PEC, PCTAP, as applicable)	☐	
19.	Company Profile(s)	☐	
20.	Audit Reports (Balance Sheets, Income and Cash Flow Statements)	☐	
21.	Income Tax Returns	☐	
22.	Qualification Track Record (Contracts with Completion Certificates or any other substantial evidence)	☐	
23.	Bid Security Financial Instrument	☐	
24.	Historical Contracts Non-Performing Details	☐	
25.	Litigation History	☐	

Financial Proposal			
26.	Form FIN 1: Financial Proposal Submission Form	☐	N/A
27.	Form FIN 2: Summary of Costs inclusive of all the applicable taxes	☐	N/A
28.	Bid Security as mentioned in RFP	☐	N/A
29.	Bid Security covers minimum time, i.e., valid up to 28 days beyond bid validity period	☐	N/A
30.	Manner of payment of Bid Security is as per the terms and conditions of the RFP Document	☐	N/A

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

Government of Sindh
Investment Department

NOTIFICATION

No.SO(Admin)/Inv.Dept./Aquaculture/CRC/2025-26/66/6830 : With the approval of the Competent Authority i.e. Secretary Investment Department, a Complaint Redressal Committee (CRC) has been constituted to redress the complaints of firms/bidders during the procurement proceedings for Hiring of consultants for conducting feasibility studies and carrying out transaction advisory services for Establishment of Aquaculture Park under PPP Framework in Sindh in compliance with Rule 31 of Sindh Public Procurement Rules, 2010. The CRC shall have following composition and terms of reference:

S. No.	DESIGNATION	STATUS
1	Secretary Investment Department, Government of Sindh	Chairman
2	Representative of Accountant General Sindh	Member
3	Independent Professional from relevant field, to be nominated by Secretary, Investment Department, Government of Sindh	Member

Terms of Reference:

- To determine where there exists any inconsistency in the procurement process with SPPRA Rules 2010 (amended from time to time) and regulation;
- To determine whether any unauthorized act or decision made by the Consultant Selection Committee;
- To reverse any such decision of the Consultant Selection Committee or substitute its own decision for such a decision;
- The Complaint Redressal Committee shall announce its decision within seven (07) days w.e.f. date of reference to the committee.

SECRETARY
INVESTMENT DEPARTMENT

No.SO(Admin)/Inv.Dept./Aquaculture/CRC/2025-26/66/6830 Karachi, 25th September, 2025.

A copy is forwarded for information to:

3) All Concerned
4) Master file

SECTION OFFICER (ADMIN)
INVESTMENT DEPARTMENT

Government of Sindh
Investment Department

NOTIFICATION

No.SO(Admin)/Inv.Dept./Aquaculture/CSC/2025-26/66/6829 : With the approval of the Competent Authority i.e. Secretary Investment Department, a Consultant Selection Committee (CSC) has been constituted for Hiring of consultants for conducting feasibility studies and carrying out transaction advisory services for Establishment of Aquaculture Park under PPP Framework in Sindh in compliance with Rule 67 of Sindh Public Procurement Rules, 2010. The CSC shall have following composition and terms of reference:

S. No.	DESIGNATION	STATUS
1	Chief Executive Officer SEZMC, Government of Sindh	Chairman
2	Representative of Finance Department, Government of Sindh (Not Below BS-18)	Member
3	Representative of Planning & Development Department, Government of Sindh (Not Below BS-18)	Member
4	Project Coordinator, EC, Investment Department, Government of Sindh	Member
5	Manager SEZMC, Government of Sindh	Secretary/ Member

Terms of Reference:

1. Approval of Request for Proposal before issuance;
2. Shortlisting of Consultants, responding to the Request for Expression of Interest, where applicable, in accordance with the criteria mentioned in the Request for Expression of Interest;
3. Evaluation of Technical and Financial Proposal, according to the selection mentioned and evaluation criteria, mentioned in the Request for Proposal;
4. Finalization of the recommendation based on evaluation as mentioned at Sub-Rule (3) above;
5. Committee may Co-opt any members

SECRETARY
INVESTMENT DEPARTMENT

No.SO(Admin)/Inv.Dept./Aquaculture/CSC/2025-26/66/6829 Karachi, 25th September, 2025.

A copy is forwarded for information to:

1) All Concerned
2) Master file

SECTION OFFICER (ADMIN)
INVESTMENT DEPARTMENT

ANNUAL PROCUREMENT PLAN (WORKS, GOODS & SERVICES)

FINANCIAL YEAR-2025-26

Sindh Economic Zones Management Company (SEZMC)

Sr. No	Description of Procurement	Quantity (where applicable)	Estimated Unit Cost (where applicable)	Estimated Cost	Funds Allocated	Source of funds (ADP/Non-ADP)	Proposed procurement method	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Remarks (if any)
1	**Rehabilitation of Boundary Wall at Khairpur Special Economic Zone**	**NA**	**NA**	**9.9 million**	**9.9 million**	**Non-ADP**	**National Bidding**	**Yes**				**Rehabilitation Works at KSEZ**
2	**RFP for Feasibility Study and Transaction Advisory Services Pakistan's First Aquaculture Ecosystem.**	**NA**	**NA**	**350 million**	**350 million**	**Non-ADP**	**National Bidding**		**Yes**			**RFP for Feasibility Study and Transaction Advisory Services Pakistan's First Aquaculture Ecosystem. Building a Fully Enabled Blue Economy through Public Private Partnership Framework**

Sindh Economic Zones Management Company

THE DAILY JANG KARACHI
روزنامہ جنگ کراچی
بانی میر خلیل الرحمٰن
جلد 89 | پیر 25 ربیع الاول 1447ھ 17 نومبر 2025ء | نمبر 315

GOVERNMENT OF SINDH

REQUEST FOR PROPOSAL

FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES

Pakistan's First Aquaculture Ecosystem — Building a Fully Enabled Blue Economy through Public Private Partnership Framework

RFP Ref. No.: MMC/SEZMC/Aquac/TAS/2025-26/342/

Date: 16th November 2025

ASSIGNMENT BRIEF

Sindh Economic Zones Management Company, Government of Sindh **('Procuring Agency')**, is embarking on a transformative initiative to modernize and enhance the aquaculture landscape within the province that will serve as a benchmark aquaculture ecosystem. The Project aims to introduce modern, export-oriented shrimp farming practices through the development of earthen pond systems, hatcheries, and water management infrastructure. Additionally, the Project will facilitate the establishment of centralized processing facilities, feed mills, cold chain logistics, green energy systems, and export linkages ensuring commercial viability, sustainability, and global market competitiveness.

The Procuring Agency invites electronic bids from eligible individual firms or consortia (technical, financial, and legal consultants), to conduct a detailed feasibility study and provide comprehensive transaction advisory services, considering the Project's intended objectives, sustainability, viability, and performing a robust value for money analysis in accordance with the Sindh Public Procurement Act, 2009, and the Sindh Public-Private Partnership Act, 2010, including all relevant rules, regulations, instructions, guidelines framed thereunder **('Assignment')**.

ASSIGNMENT SCOPE

The consulting scope of services for the Project under this Assignment includes, but is not limited to, the following:

- Conduct detailed feasibility study.
- Develop Master Plan for the Project.
- Review the existing legal, institutional, and regulatory framework, and identify potential bottlenecks with proposed solutions;
- Develop, evaluate, and prioritize various options, incorporating SWOT, CBA, VFM, NPV, and risk analysis for each option;
- Recommend a strategic path forward to the Government concerning planning, institutional arrangements, and financial viability;
- Analyze various PPP options with distinct structuring and risk allocation matrices;
- Prepare bidding documents for bids solicitation from private parties under the preferred PPP modality for each Project; and
- Perform all tasks described in the RFP while collaborating closely with the Projects' key stakeholders, primarily the Procuring Agency.

ELIGIBILITY CRITERIA

Prospective bidders (individual consulting firms or consortia) shall require to satisfy the specified eligibility and technical evaluation criteria, along with all other terms and conditions, supported by the relevant documentation specified in the RFP Document.

PRE-BID MEETING

MONDAY, 1st DECEMBER 2025 AT 1100 HRS. (PST)
AT COMMITTEE ROOM OF SEZMC

BIDDING PROCESS

The procurement process for this Assignment is being conducted in accordance with the national competitive bidding procedure, using the quality-cost based selection method, as prescribed under the SPP Rules, 2010, and is open to all eligible bidders. The contract will be awarded to the bidder whose bid shall be determined to be the most advantageous bid, attaining the highest combined weighted technical and financial score in line with the criteria set out in the RFP Document.

Prospective bidders are required to submit only one (1) bid comprising one (1) Technical Proposal and one (1) Financial Proposal, along with all other applicable supporting documents, as identified in the RFP Document, electronically via the Sindh PPRA E-Pak Acquisition & Disposal System ('SPPRA EPADS'), no later than **1300 hours PST on 18th December 2025** ('Bid Submission Deadline'). Physical Bids will not be accepted.

The Technical Proposals will be opened on the **18th December at 1400 hours PST (Bid opening)** in the presence of the bidders' representatives, who may wish to attend, at the office address provided below. Should the Bid Submission Deadline fall on a public holiday or be affected by any unforeseen circumstance, bids, including the bid securities, shall be received and opened on the immediately succeeding business day at the same stipulated time and venue. Following the evaluation of Technical Proposals, bidders who have submitted responsive Technical Proposals in terms of the RFP Document shall be invited to attend the opening of the Financial Proposals.

Bidders are required to furnish, as part of Technical Proposals, a scanned copy of bid security, no less than **PKR 5,000,000/- (Pak Rupees Five Million),** in the form of pay order/demand draft/bank guarantee, valid for twenty-eight (28) days beyond bid validity period, issued by a scheduled bank of Pakistan in favor of 'Sindh Economic Zones Management Company'. Original bid security, enclosed in a sealed envelope, shall be submitted via mail or by hand by Bid Submission Deadline at the address given below.

Prospective bidders may obtain the **RFP Document free of cost with effect from 20th November to 18th December 1200 hours,** 2025, electronically, by downloading from the websites of the SPPRA EPADS.

The Procuring Agency reserves all rights to: (a) cancel, modify, extend or reinitiate the bidding procedure; (b) accept or reject any bid or disqualify any or all bidders; (c) modify all or any dates stated in the RFP Document; or (d) amend the RFP Document, Assignment's cope, or issue clarifications thereof, at any time in accordance with the SPP Rules.

The address for the submission of the bid security is as under:

INF(KRY)3799/25

WORK FOR SINDH
A JOB PORTAL BY INFORMATION DEPARTMENT

MANAGER, SINDH ECONOMIC ZONES MANAGEMENT COMPANY

2nd floor, Bahria Complex IV, Chaudhry Khaliq-uz-Zaman Road, Gizri, Clifton, Karachi.
+92 21 99332220, www.sezmc.gos.pk, www.pppunitsindh.gov.pk, www.sindhinvestment.gos.pk
aquaculture@sezmc.gos.pk **SPPRA EPADS** - https://portalsindh.eprocure.gov.pk/

GOVERNMENT OF SINDH

REQUEST FOR PROPOSAL

FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES

Pakistan's First Aquaculture Ecosystem — Building a Fully Enabled Blue Economy through Public Private Partnership Framework

RFP Ref. No.: MMC/SEZMC/Aquac/TAS/2025-26/342/

Date: 16th November 2025

ASSIGNMENT BRIEF

Sindh Economic Zones Management Company, Government of Sindh **('Procuring Agency')**, is embarking on a transformative initiative to modernize and enhance the aquaculture landscape within the province that will serve as a benchmark aquaculture ecosystem. The Project aims to introduce modern, export-oriented shrimp farming practices through the development of earthen pond systems, hatcheries, and water management infrastructure. Additionally, the Project will facilitate the establishment of centralized processing facilities, feed mills, cold chain logistics, green energy systems, and export linkages ensuring commercial viability, sustainability, and global market competitiveness.

The Procuring Agency invites electronic bids from eligible individual firms or consortia (technical, financial, and legal consultants), to conduct a detailed feasibility study and provide comprehensive transaction advisory services, considering the Project's intended objectives, sustainability, viability, and performing a robust value for money analysis in accordance with the Sindh Public Procurement Act, 2009, and the Sindh Public-Private Partnership Act, 2010, including all relevant rules, regulations, instructions, guidelines framed thereunder **('Assignment')**.

ASSIGNMENT SCOPE

The consulting scope of services for the Project under this Assignment includes, but is not limited to, the following:

- Conduct detailed feasibility study.
- Develop Master Plan for the Project.
- Review the existing legal, institutional, and regulatory framework, and identify potential bottlenecks with proposed solutions;
- Develop, evaluate, and prioritize various options, incorporating SWOT, CBA, VFM, NPV, and risk analysis for each option;
- Recommend a strategic path forward to the Government concerning planning, institutional arrangements, and financial viability;
- Analyze various PPP options with distinct structuring and risk allocation matrices;
- Prepare bidding documents for bids solicitation from private parties under the preferred PPP modality for each Project; and
- Perform all tasks described in the RFP while collaborating closely with the Projects' key stakeholders, primarily the Procuring Agency.

ELIGIBILITY CRITERIA

Prospective bidders (individual consulting firms or consortia) shall require to satisfy the specified eligibility and technical evaluation criteria, along with all other terms and conditions, supported by the relevant documentation specified in the RFP Document.

PRE-BID MEETING

MONDAY, 1st DECEMBER 2025 AT 1100 HRS. (PST)
AT COMMITTEE ROOM OF SEZMC

BIDDING PROCESS

The procurement process for this Assignment is being conducted in accordance with the national competitive bidding procedure, using the quality-cost based selection method, as prescribed under the SPP Rules, 2010, and is open to all eligible bidders. The contract will be awarded to the bidder whose bid shall be determined to be the most advantageous bid, attaining the highest combined weighted technical and financial score in line with the criteria set out in the RFP Document.

Prospective bidders are required to submit only one (1) bid, comprising one (1) Technical Proposal and one (1) Financial Proposal, along with all other applicable supporting documents, as identified in the RFP Document, electronically via the Sindh PPRA E-Pak Acquisition & Disposal System ('SPPRA EPADS'), no later than **1300 hours PST on 18th December 2025** ('Bid Submission Deadline'). Physical Bids will not be accepted.

The Technical Proposals will be opened on the **18th December at 1400 hours PST (Bid opening.)** in the presence of the bidders' representatives, who may wish to attend, at the office address provided below. Should the Bid Submission Deadline fall on a public holiday or be affected by any unforeseen circumstance, bids, including the bid securities, shall be received and opened on the immediately succeeding business day at the same stipulated time and venue. Following the evaluation of Technical Proposals, bidders who have submitted responsive Technical Proposals in terms of the RFP Document shall be invited to attend the opening of the Financial Proposals.

Bidders are required to furnish, as part of Technical Proposals, a scanned copy of bid security, no less than **PKR 5,000,000/- (Pak Rupees Five Million),** in the form of pay order/demand draft/bank guarantee, valid for twenty-eight (28) days beyond bid validity period, issued by a scheduled bank of Pakistan in favor of 'Sindh Economic Zones Management Company'. Original bid security, enclosed in a sealed envelope, shall be submitted via mail or by hand by Bid Submission Deadline at the address given below.

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The address for the submission of the bid security is as under:

WORK FOR SINDH
www.worksindh.com INFHURY13790/25

MANAGER, SINDH ECONOMIC ZONES MANAGEMENT COMPANY

2nd floor, Bahria Complex IV, Chaudhry Khaliq-uz-Zaman Road, Gizri, Clifton, Karachi.
+92 21 99332220, www.sezmc.gos.pk, www.pppunitsindh.gov.pk, www.sindhinvestment.gos.pk
aquaculture@sezmc.gos.pk **SPPRA EPADS** - https://portalsindh.eprocure.gov.pk/

FOUNDED BY QUAID-I-AZAM MOHAMMAD ALI JINNAH

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GOVERNMENT OF SINDH

SEZMC

REQUEST FOR PROPOSAL

FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES

Pakistan's First Aquaculture Ecosystem — Building a Fully Enabled Blue Economy through Public Private Partnership Framework

RFP Ref. No. MMC/SEZMC/Aquac/TAS/2025-26/342/
Date: 16th November 2025

ASSIGNMENT BRIEF

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The Procuring Agency invites electronic bids from eligible individual firms or consortia (technical, financial, and legal consultants), to conduct a detailed feasibility study and provide comprehensive transaction advisory services, considering the Project's intended objectives, sustainability, viability, and performing a robust value for money analysis in accordance with the Sindh Public Procurement Act, 2009, and the Sindh Public-Private Partnership Act, 2010, including all relevant rules, regulations, instructions, guidelines framed thereunder (**'Assignment'**).

ASSIGNMENT SCOPE

The consulting scope of services for the Project under this Assignment includes, but is not limited to, the following:

- Conduct detailed feasibility study.
- Develop Master Plan for the Project.
- Review the existing legal, institutional, and regulatory framework, and identify potential bottlenecks with proposed solutions;
- Develop, evaluate, and prioritize various options, incorporating SWOT, CBA, VFM, NPV, and risk analyses for each option;
- Recommend a strategic path forward to the Government concerning planning, institutional arrangements, and financial viability;
- Analyze various PPP options with distinct structuring and risk allocation matrices;
- Prepare bidding documents for bids solicitation from private parties under the preferred PPP modality for each Project; and
- Perform all tasks described in the RFP while collaborating closely with the Projects' key stakeholders, primarily the Procuring Agency.

ELIGIBILITY CRITERIA

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PRE-BID MEETING

MONDAY, 1st DECEMBER 2025 AT 1100 HRS. (PST)
AT COMMITTEE ROOM OF SEZMC

BIDDING PROCESS

The procurement process for this Assignment is being conducted in accordance with the national competitive bidding procedure, using the quality-cost based selection method, as prescribed under the SPP Rules, 2010, and is open to all eligible bidders. The contract will be awarded to the bidder whose bid shall be determined to be the most advantageous bid, attaining the highest combined weighted technical and financial score in line with the criteria set out in the RFP Document.

Prospective bidders are required to submit only one (1) bid, comprising one (1) Technical Proposal and one (1) Financial Proposal, along with all other applicable supporting documents, as identified in the RFP Document, electronically via the Sindh PPRA E-Pak Acquisition & Disposal System ('SPPRA EPADS'), no later than **1300 hours PST on 18th December 2025** ('Bid Submission Deadline'). Physical Bids will not be accepted.

The Technical Proposals will be opened on the **18th December at 1400 hours PST (Bid opening)** in the presence of the bidders' representatives, who may wish to attend, at the office address provided below. Should the Bid Submission Deadline fall on a public holiday or be affected by any unforeseen circumstance, bids, including the bid securities, shall be received and opened on the immediately succeeding business day at the same stipulated time and venue. Following the evaluation of Technical Proposals, bidders who have submitted responsive Technical Proposals in terms of the RFP Document shall be invited to attend the opening of the Financial Proposals.

Bidders are required to furnish, as part of Technical Proposals, a scanned copy of bid security, no less than **PKR 5,000,000/- (Pak Rupees Five Million)**, in the form of pay order/demand draft/bank guarantee, valid for twenty-eight (28) days beyond bid validity period, issued by a scheduled bank of Pakistan in favor of 'Sindh Economic Zones Management Company'. Original bid security, enclosed in a sealed envelope, shall be submitted via mail or by hand by Bid Submission Deadline at the address given below.

Prospective bidders may obtain the **RFP Document free of cost with effect from 20th November to 18th December 1200 hours, 2025** electronically, by downloading from the websites of the SPPRA EPADS.

The Procuring Agency reserves all rights to: (a) cancel, modify, extend or reinitiate the bidding procedure; (b) accept or reject any bid or disqualify any or all bidders; (c) modify all or any dates stated in the RFP Document, or (d) amend the RFP Document, Assignment's scope, or issue clarifications thereof, at any time in accordance with the SPP Rules.

The address for the submission of the bid security is as under:

WORK FOR SINDH

MANAGER, SINDH ECONOMIC ZONES MANAGEMENT COMPANY

3rd floor, Bahria Complex IV, Chaudhry Khaliq-uz-Zaman Road, Gulshan, Karachi.
+92 21 99332270, www.sezmc.gov.pk, www.pprasindh.gov.pk, www.sindhinvestment.gov.pk
aquaculture@sezmc.gov.pk **SPPRA EPADS** https://portalsindh.eprocure.gov.pk/

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گورنمينٽ آف سنڌ

پروپوزلس لاءِ گذارش

فزيبلٽي اسٽڈي اينڊ ٽرانزيڪشن ايڊوائيزري سروسز

پاڪستان جو پهريون آبي زراعت جو ماحولياتي نظام - پبلڪ پرائيويٽ پارٽنرشپ فريم ورڪ ذريعي مڪمل طور تي فعال بليو اڪانومي جي تعمير

RFP Ref. No.: MMC/SEZMC/Aquac/TAS/2025-26/342/
Date: 16th November 2025

اسائنمنٽ بريف

سنڌ حڪومت جي سنڌ اڪنامڪ زونز مئنيجمينٽ ڪمپني (پروڪيورنگ ايجنسي)، صوبي اندر آبي زراعت جي منظرنامي کي جديد بڻائڻ ۽ وڌائڻ لاءِ هڪ تبديلي واري شروعات شروع ڪري رهي آهي، جيڪا آبي زراعت جي ماحولياتي نظام جي طور تي ڪم ڪندي. منصوبي جو مقصد ماني، جي ٿلهي جي نظام، هيچري ۽ پاڻي جي انتظام جي بنيادي ڍانچي جي ترقي ذريعي جديد برآمد تي مبني جهينگا فارمنگ طريقا متعارف ڪرائڻ آهي. اِن کان علاوه منصوبو مرڪزي پروسيسنگ سهولتن، فيڊ ملز، ڪولڊ چين انفراسٽرڪچر، گرين انرجي سسٽم ۽ برآمدي رابطن جي قيام کي آسان بڻائيندو جيڪو ڌارئي استحڪام، پائيدار ۽ عالمي مارڪيٽ جي مقابلي کي يقيني بڻائيندو

خريداري ايجنسي، اهل انفرادي فرمن يا ڪنسورشيا (ٽيڪنيڪل، مالي ۽ قانوني صلاحڪارن) کان الڪٽرانڪ واڪ طلب ڪري ٿي. ته جيئن هڪ تفصيلي سمڪن مطالعي کي منظر ڪري سگهجي ۽ جامع ٽرانزيڪشن مشاورتي خدمتون مهيا ڪري سگهجن. منصوبي جي گهربل مقصدن، استحڪام، عملداري ۽ سنڌ پبلڪ پرائيويٽ پارٽنرشپ ايڪٽ 2009، ۽ سنڌ پبلڪ پرائيويٽ پارٽنرشپ ايڪٽ 2010 جي مطابق پئسن جي قيمت جي مضبوط دعويٰ کي نظر ۾ رکندي، جنهن ۾ اِن جي تحت تيار ڪيل سيني لاڳاپيل قاعدا، ضابطا، هدايتون (تفويض) شامل آهن

اسائنمنٽ اسڪوپ

هن اسائنمنٽ تحت منصوبي لاءِ خدمتن جي صلاحڪاري ماڊل ۾ شامل آهن، پر انهن تائين محدود نه آهن، هيٺ ڏنل:

- تفصيلي فزيبلٽي مطالعي کي منظر ڪرڻ
- منصوبي لاءِ ماسٽر پلان تيار ڪرڻ
- موجوده قانوني، انتظامي ۽ ريگيوليٽري فريم ورڪ جو جائزو وٺڻ ۽ تجويز ڪيل حل سان ممڪن رڪاوٽن جي سڃاڻ ڪرڻ؛
- مختلف اختيارن کي ترقي ڏيارين، جائزو وٺڻ ۽ ترجيح ڏيڻ جنهن ۾ هر آپشن لاءِ SWOT، CBA، VFM، NPV ۽ خطري جي تجزيي کي شامل ڪيو وڃي؛
- حڪومت کي منصوبابندي، انتظامي انتظامن ۽ مالي استحڪام جي حوالي سان هڪ اسٽريٽيجڪ رستو تجويز ڪرڻ؛
- مختلف پبلڪ پرائيويٽ اسٽرڪچر structure مختلف ڍانچي ۽ خطري جي مختص ڪرڻ جي ميڪنزمز سان؛
- هر منصوبي لاءِ ترجيحي پي پي پي موڊلز تحت خانگي پارٽنر کان واڪ طلب ڪرڻ لاءِ واڪ دستاويز تيار ڪرڻ ۽
- منصوبن جي اهم اسٽيڪ هولڊرن خاص طور تي خريداري ايجنسي سان ويجهي تعاون ڪندي آر ايف پي ۽ بيان ڪيل سيني مڪمل ڪي انجام ڏيڻ

قابليت جو معيار

ممڪن واڪ ڏيندڙ (انفرادي صلاحڪار فرمن يا ڪنسورشيا) کي مخصوص قابليت ۽ ٽيڪنيڪل تشخيصي معيار کي پورو ڪرڻ جي ضرورت پوندي، پين سيني شرطن ۽ ضابطن سان گڏ، جيڪي آر ايف پي دستاويز ۾ بيان ڪيل لاڳاپيل دستاويزن جي حمايت ڪن ٿا.

واڪ جو طريقڪار

هن اسائنمنٽ لاءِ خريداري جو عمل قومي مقابلي واري واڪ جي طريقڪار مطابق ڪيو پيو وڃي. معيار جي قيمت تي ٻڌل چونڊ جو طريقو استعمال ڪندي، جيئن ايس پي پي رولز، 2010 تحت مقرر ڪيو ويو آهي ۽ سيني اهل واڪ ڏيندڙن لاءِ ڪليل آهي. ٽيڪنو اِن واڪ ڏيندڙ کي ڏنو ويندو جنهن جي واڪ کي سڀ کان وڌيڪ فائديمند واڪ قرار ڏنو ويندو جيڪو آر ايف پي دستاويز ۾ مقرر ڪيل معيار مطابق سڀ کان وڌيڪ گڏيل وزن وارو ٽيڪنيڪل ۽ مالي اسڪور حاصل ڪندو

ممڪن واڪ ڏيندڙن کي صرف هڪ (1) واڪ جمع ڪرائڻ جي ضرورت آهي، جنهن ۾ هڪ (1) ٽيڪنيڪل تجويز ۽ هڪ (1) مالي تجويز شامل آهي، پين سيني لاڳو ٿيل معاون دستاويزن سان گڏ. جيئن آر ايف پي دستاويز ۾ سڃاڻپ ڪئي وئي آهي، الڪٽرانڪ طور تي سنڌ پبلڪ پرائيويٽ پارٽنرشپ ايڪوزيشن اينڊ ڊموزل سسٽم (ايس پي پي آر اي EPADS) ذريعي، 18 ڊسمبر 2025 تي 1300 ڪلاڪ PST (واڪ جمع ڪرائڻ جي آخري تاريخ) کان اڳ بهترين گهرجن جيڪي هدايتون واڪ قبول نه ڪيا ويندا

ٽيڪنيڪل تجويزون 18 ڊسمبر تي 1400 ڪلاڪ PST واڪ جي کولڻ تي واڪ ڏيندڙن جي نمائندن جي موجودگي ۾ کوليون ويندڙن. جيڪي شايد شرڪت ڪرڻ چاهين ٿا. هيٺ ڏنل آفيس جي پتي تي. جيڪڏهن واڪ جمع ڪرائڻ جي آخري تاريخ سرڪاري موڪل تي آڻجي ٿي يا ڪنهن به غير متوقع صورتحال کان متاثر ٿئي ٿي ته واڪ بشمول واڪ سيڪيورٽين فوري طور تي ايندڙ ڪاروباري ڏينهن تي ساڳئي مقرر ڪيل وقت ۽ جڳهه تي وصول ڪيون ۽ کوليون ويندڙن. ٽيڪنيڪل تجويزن جي تشخيص ڪانپوءِ واڪ ڏيندڙن کي جيڪي RFP دستاويز جي لحاظ کان جوابدار ٽيڪنيڪل تجويزون جمع ڪرايون آهن انهن کي مالي تجويزن جي کولڻ ۾ شرڪت جي دعوت ڏني ويندي

ٽيڪنيڪل پروپوزلز جي حصي طور واڪ ڏيندڙن کي گهرجي ته واڪ سيڪيورٽي جي اسڪين ٿيل ڪاپي، جيڪا گهٽ ۾ گهٽ 5,000,000 پاڪستاني روپيا (پنج ملين پاڪستاني روپيا) بي آرڊر/ڊمانڊ ڊرافٽ/بينڪ گارنٽي جي صورت ۾، واڪ جي ڪارگر مدي کان اڳاڻيه (28) ڏينهن لاءِ ڪارگر آهي، جيڪا شيڊيولڊ بينڪ آف پاڪستان پاران سنڌ اڪنامڪ زونز مئنيجمينٽ ڪمپني' جي حق ۾ جاري ڪئي وئي آهي، پيش ڪرڻ جي ضرورت پوندي. اصل واڪ سيڪيورٽي هڪ مهربند ٿيل لفافي ۾ بند هيٺ ڏنل پتي تي واڪ جمع ڪرائڻ جي آخري تاريخ تائين ٽپال ذريعي يا هٿ سان جمع ڪرائي ويندي

اِمڪاني واڪ ڏيندڙ SPPRA EPADS جي ويب سائيٽن تان الڪٽرانڪ طور تي ڊائنلوڊ ڪندي 20 نومبر 2025 تي 18 ڊسمبر 2025 تي 1200 ڪلاڪ تائين مفت ۾ RFP دستاويز حاصل ڪري سگهن ٿا.

خريداري ايجنسي سڀ حق محفوظ رکي ٿي ته: (اِي) واڪ جي طريقڪار کي منسوخ ڪري، تبديل ڪري، وقتي يا پڇاڙ شروع ڪري؛ (بي) ڪنهن به واڪ کي قبول يا رد ڪري يا ڪنهن به يا سڀني واڪ ڏيندڙن کي ناهل قرار ڏئي؛ (سي) آر ايف پي دستاويز ۾ بيان ڪيل سيني يا ڪنهن به تاريخن ۾ ترميم ڪري يا (دي) ايس پي پي قاعدن جي مطابق ڪنهن به وقت آر ايف پي دستاويز لساٽينٽ جي ڪاپي ۾ ترميم ڪري يا اِن جي وضاحت جاري ڪري.

واڪ سيڪيورٽي جمع ڪرائڻ جو پتو هيٺ ڏنل آهي:

سيڪنڊ فلور، بحريه ڪامپليڪس، IV چوڙي خليق الزمان روڊ گذري، ڪلفٽن، ڪراچي.
www.sindhinvestment.gos.pk ,www.pppunitsindh.gov.pk ,www.sezmc.gos.pk ,+92 21 99332220
https://portalsindh.eprocure.gov.pk/ —EPADS ايس پي پي آر اي ,aquaculture@sezmc.gos.pk

مئنيجر، سنڌ اڪنامڪ زونز مئنيجمينٽ ڪمپني

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