



Transport & Mass Transit Department

Government of Sindh

VEHICLES INSPECTION AND CERTIFICATION SYSTEM PROJECT

REQUEST FOR PROPOSAL

Hiring of Consultant for Transaction Advisory Services

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1. **INVITATION LETTER**

Dear Sir/Madam,

Sub: Transaction Advisory Services, Vehicles Inspection & Certification System Project

The *Transport & Mass Transit Department*, Government of Sindh (the “**Procuring Agency**”), invites “Technical and Financial proposals” for Feasibility Study and Transaction Advisory Services to implement the VICS project under Public Private Partnership mode (the **Assignment**), from prospective firms/consortiums.

2. The TMTD, Government of Sindh aims to upgrade the vehicle inspection and certification system in Sindh. In this regard a project has been conceptualized to encourage private sector interest in establishment of VICS exclusively in the Sindh Province. To carry out this project a model of Public Private Partnership has been proposed. The Motor Vehicle Inspection (MVI) Wing has been transferred to the TMTD, on 11th December 2014 in pursuance of ‘Provincial Vehicle (Amendment) Act 2014’.

3. Prospective bidders/firms/consortiums are encouraged to acquaint fully with the Assignment and local conditions before submitting their proposals, by sending written queries to the Client, if any. Please note that no cost of any such visit or queries is reimbursable.

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

5. The RFP includes the following documents:

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

Yours sincerely,
Project Manager
Vehicles Inspection & Certification Project
Works & Services Department
Government of Sindh

2. **INSTRUCTIONS TO CONSULTANTS**

2.1 Definition

- (a) **"Assignment"** shall have the meaning ascribed thereto in the Invitation Letter
- (b) **"Bid Price" is the final price quoted by consultant in the Financial Proposal inclusive of all costs and taxes**
- (c) **"Business Day"** means any day other than Sunday or public holiday in the Islamic Republic of Pakistan or the province of Sindh, on which banks in Pakistan are generally open for business
- (d) **"Consortium"** means an association of not more than five (5) firms.
- (e) **"Contract"** means consultancy services contract to be executed between selected Consultant and Procuring Agency.
- (f) **"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, management firms, procurement agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (g) **"Data Sheet"** means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (h) **"Day"** means calendar day including holiday.
- (i) **"Feasibility Study"** legal, financial, and socio-economic feasibility study.
- (j) **"Government"** means the Government of Sindh.
- (k) **"Instructions to Consultants"** (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- (l) **"LOI"** (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
- (m) **"Procuring Agency"** means the Transport & Mass Transit Department with which the selected Consultant shall sign the Contract for the Assignment.
- (n) **"Project"** means Vehicles Inspection & Certification System project to be implemented by TMTD
- (o) **"Proposal"** means the Technical Proposal and the Financial Proposal.

- (p) **“RFP”** means this document, the Request for Proposal prepared by the Procuring Agency for the selection of Consultants.
- (q) **“Terms of Reference”** (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.
- (r) **“Transaction Advisory”** means the services include Feasibility Study, assist the TMTD during the bidding procedure for hiring of contractor, assist TMTD in negotiations with the successful bidder of the VICS Project.

2.2 Introduction

- a) The Procuring Agency named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- b) The Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- c) Consultants should familiarize themselves with rules / conditions and take them into account while preparing their proposals. Consultants may liaise with procuring agency’s representative named in the Data Sheet for gaining better insight into the assignment.
- d) Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, if any. The Procuring Agency reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants in line with Sindh Public Procurement Rules, 2010(amended from time to time).
- e) While submitting the Technical Proposal, the composition of the proposed team and task assignment to individual personnel shall be clearly stated.
- f) If a firm as a consortium is qualified/selected on the strength of experience of a foreign company, requisite key personnel from that foreign company shall be fielded.
- g) In case a firm is proposing key personnel from educational/research institutions, a ‘No Objection Certificate’ from the concerned institution shall be enclosed with the CV of such person.

2.3 Conflict of Interest

- a) Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its contract.
- b) Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

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

2.4 Conflicting Relationships

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

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

2.5 Fraud and Corruption

- a) It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 which defines:

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

Under Rule 35 of SPPR2010, "The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA, provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

2.6 Integrity Pact

Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million (Section 7).

2.7 Only one Proposal

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

2.8 Proposal Validity

- i. The Data Sheet indicates Proposals validity period. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- ii. Consultants shall submit required Bid Security in the form of pay order, along with financial proposal defined in the data sheet. Bid Security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired. The Bidder shall provide the Bid Security in accordance with the Sindh Public Procurement Rules, 2010 acceptable to the Client. The Bid shall be summarily rejected if it is not accompanied with the Bid Security.

2.9 Clarification and Amendment in RFP Documents

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

2.10 Preparation of Proposals

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

Cover 1: Technical Proposal

Cover 2: Financial Proposal

2.11 Language

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

2.12 Technical Proposal Format and Content

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

- i. The consultants shall have all the expertise for the assignment. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
- ii. It is desirable that majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- iii. Proposed professional staff must, at a minimum, have the experience indicated in the Evaluation Criteria as given in Section 6, preferably working under similar geographical condition.
- iv. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

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

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

The Technical Proposal shall not include any financial information.

2.13 Financial Proposal

The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the

Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

2.14 Taxes

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

2.15 Submission, Receipt, and Opening of Proposals

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

2.16 Basic Eligibility Criteria

- a) Registration with Sindh Revenue Board or relevant tax authority (In case of Consortium, every consortium member firm should provide a copy of registration with Sindh Revenue Board or relevant tax authority).
- b) Copy of SECP company registration certificate (In case of Consortium, the SECP registration of all member firms of Consortium).
- c) In case of Consortium, the Consortium Agreement shall be submitted pursuant to clause 2.25.
- d) The Bidder is not black listed by any department of Government of Sindh. An affidavit from consultant shall be signed and submitted with Technical Proposal (In case of consortium, every consortium member firm should provide affidavit) **(section 8)**.

- e) For a consortium to be eligible for bidding, every consortium member firm should place at least one (1) Key Professional Staff.
- f) For a consortium to be eligible for bidding, the relevant experience of lead partner and other partners is mandatory.

2.17 Proposal Evaluation

- a) The evaluation committee shall first check the basic eligibility criteria pursuant to section 2.16 in Technical Proposal of all bids received. Any technical proposal which do not meet basic eligibility criteria shall not be evaluated further for technical score. Such bid will stand non-compliant.
- b) From the time the Proposals are opened to the time the contract is awarded, the Consultants should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- c) The Least Cost Selection Method (LCSM) will be adopted in evaluating the proposal. In the first stage a technical evaluation will be carried out. Only those Technical proposals, which score at least 80 points out of 100, shall be considered for financial evaluation in the second stage. The evaluation of the technical and financial bids shall be held under the Least Cost Selection Method (LCSM) method. The Evaluation criteria under LCSM is at Section 6A.

2.18 Evaluation of Technical Proposals

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

After the technical evaluation is completed, the Procuring Agency shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Qualified Consultants' attendance at the opening of Financial Proposals is mandatory. Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned un-opened.

2.19 Evaluation of Financial Proposals

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

- b) The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between figures and word the formers will prevail.
- c) The lowest financial Bid Price of technically qualified bidder shall be the preferred bidder

2.20 Technical Negotiations

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

2.21 Availability of Professional staff/experts

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

2.22 Award of Acceptance

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

2.23 Confidentiality

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

2.24 Consortium Agreement

- a) In case of Consortium of firms, the proposal shall be accompanied by a certified true copy of the **Consortium Agreement**. The Consortium Agreement as applicable shall confirm the following therein:
 - i. Date and place of signing;
 - ii. Purpose of consortium (must include the details of contract works for which the consortium has been invited to bid) ;
 - iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the Assignment;
 - iv. Delineation of duties, responsibilities and scope of work to be undertaken by each along with resources committed by each partner/member of the Consortium for the proposed services;
 - v. An undertaking that the firms are jointly and severally liable to the Client for the performance of the services;
 - vi. Duties, responsibilities and powers of the lead firm;
 - vii. The authorized representative of the consortium.
- b) In case of Consortium, it is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the consortium. For a consortium to be eligible for bidding, the experience of lead partner and other partner should be indicated.
- c) Any alternative proposal, such as one by a firm in sole capacity and another in Consortium with another firm or as a part of 2 or more consortiums, for the assignment will be summarily rejected. In such an event, all the proposals submitted by such firm and its Consortium or associate shall be rejected.
- d) The proposal of a firm is liable to be rejected if the firm makes any false or misleading statement in the proposal(s) without prejudice to the rights of the Client to initiate further proceedings against the said firm(s).
- e) Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft contract agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the contract Agreement.

2.25 Schedule of Deliverables

	Phase	Timeline <i>(time from signing of consultancy Contract)</i>	Payment
1	Assessment Reports <i>(shall cover 5.3 of ToR)</i>	1 Months	25%
2	Bid Evaluation Report <i>(shall cover 5.3 of ToR)</i>	3 Months	20%
3	Signing of Concession Agreement <i>(shall cover 5.3 of ToR)</i>	6 months	30%
4	Date of Commencement <i>(shall cover 5.3 of ToR)</i>	24 months	25%

DATA SHEET

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

1	Project Name	VICS Project
2	Address and Contact Person of Procuring Agency	Ahmed Ali Shah Jeelani Additional Secretary Transport & Mass Transit Department, Government of Sindh, 2nd Floor, Tughlaq House, Sindh Secretariat Building # 2, Karachi. Pakistan. Tel: +92 21 99211106 Email: secretarytransportsindh@gmail.com
3	Address and Contact Person of PPP Node Unit, TMTD (Procuring Agency)	Abdul Aziz, Director (Technical), Transport and Mass Transit Dept., GoS 2nd Floor, Tughlaq House, Sindh Secretariat Building # 2, Karachi. Pakistan. Tel: +92 21 99211106 Email: director.technical.tmttd@gmail.com
4	Address and Contact Person of PPP Unit	Muhammad Danish Director (Finance), Public Private Partnership (PPP) Unit, Finance Department, GoS 7 th Floor, AK Lodhi Complex, Sindh Secretariat No.6, Shahra-e-Kamal Atta-Turk Road, Karachi, Pakistan Tel: 021-99222193 Email: danish.pppgos@gmail.com
5	Address for Submission of Bids	Ahmed Ali Shah Jeelani Additional Secretary Transport & Mass Transit Department, Government of Sindh, 2nd Floor, Tughlaq House, Sindh Secretariat Building # 2, Karachi. Pakistan. Tel: +92 21 99211106 Email: secretarytransportsindh@gmail.com
6	Submission Deadline date and time	03:00 P.M. Pakistan time on September 14, 2016
7	Bid Opening	03:30 P.M. Pakistan time on September 14, 2016

8	Envelops	<p>“ORIGINAL PROPOSAL”</p> <p>DOCUMENTS IN TECHNICAL PROPOSAL or FINANCIAL PROPOSAL as appropriate; and,</p> <p>DO NOT OPEN, EXCEPT IN PRESENCE OF THE CONSULTANT SELECTION COMMITTEE on outer envelope.</p>
9	Language of Bid and correspondence	English
10	Proposal Validity	90 days from the closing date of submission of proposal.
11	Evaluation Criteria	Minimum 80 points for technical proposal qualification. Refer Section 6A
12	Scoring System	Refer Section 6B
13	Method of Selection	Least Cost Selection Method
14	Bid Security	The Consultant shall deposit a bid security <u>in original Financial Proposal</u> of an amount equivalent to 1% (one per cent) of the Bid Price in the form of Pay Order favoring “Works & Services Department”, which shall remain valid for a period of 28 days beyond the Proposal validity period for bids, in order to provide the Procuring Agency reasonable time to act, if the security is to be called;
15	Performance Security	5% of bid in the form of Pay Order, shall remain valid for period of 90 days beyond the completion of Assignment or two years, whichever comes earlier
16	Contract Stamping	Duly stamped @ 0.35% of Bid Price by successful bidder at its own cost
17	Tax Liability	Government of Sindh will only deduct Income Tax on Services. Consultant has to assess all other applicable taxes while quoting the Bid Price in the Financial Proposal.

3. TECHNICAL PROPOSAL – STANDARD FORMS

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

Form TECH-1. Technical Proposal Submission Form.....	17
Form TECH-2. Consultant’s Organization and Experience.....	18
A – Consultant’s Organization.....	18
B – Consultant’s Experience.....	19
Form TECH-3. Comments and Suggestions on the Terms of Reference.....	20
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Form TECH-5. Team Composition and Task Assignment.....	22
Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff.....	23
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[Location, Date]

To:
Project Manager,
Vehicles Inspection & Certification Project
Transport & Mass Transit Department
Government of Sindh

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Vehicles Inspection & Certification Project in accordance with your Request for Proposal dated 17 August, 2016 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

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

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

We remain,
Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

A – Consultant's Organization

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

B – Consultant's Experience

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

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

Firm's Name: _____

On the Terms of Reference (TORs)

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

1.

2.

3.

4.

5.

..

..

Understanding of the Assignment

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

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

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

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

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENT

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

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

1. **Proposed Position** *[only one candidate shall be nominated for each position]*: _____
2. **Name of Firm** *[Insert name of firm proposing the staff]*: _____
3. **Name of Staff** *[insert full name]*: _____
4. **Date of Birth**: _____
5. **Nationality**: _____
6. **Educational Qualification**: *[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained]*: _____
7. **Membership of Professional Societies**: _____
8. **Other Training** *[indicate significant training since degrees under 6 – Education were obtained]*: _____
9. **Countries of Work Experience**: *[list countries where staff has worked]*: _____
10. **Languages** *[for each language indicate proficiency: good, fair, or poor in speaking, reading and writing]*: _____

11. Employment Record:

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

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

Employer: _____

Position held: _____

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

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12]:

Name of assignment or project: _____

Year: _____

Location: _____

PA: _____

Main project features: _____

Positions held: _____

Activities performed: _____

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualification and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE

Months (in the Form of Bar Chart)

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

Part Time :

FORM TECH-8. WORK SCHEDULE

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

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

4. FINANCIAL PROPOSAL – STANDARD FORMS

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

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

Form FIN-1. Financial Proposal Submission Form

Form FIN-2. Summary of Costs

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:
Project Manager,
Vehicles Inspection & Certification (VICS) Project
Transport & Mass Transit Department
Government of Sindh

Subject: Providing Consultant's Services for VICS Project

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **VICS Project** in accordance with your Request for Proposal dated 17 August, 2016 and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

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

Yours faithfully,

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

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

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

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

Description		Amount (in Rs)
Phase I: Assessment Reports	25%	
Phase II : Bid Evaluation Report	20%	
Phase III : Signing of Concession Agreement	30%	
Phase IV : Date of Commencement	25%	

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

Note: No escalation shall be payable during the services

5. TERMS OF REFERENCE

5.1 Project Background

- a) The Transport & Mass Transit Department, Government of Sindh aims to upgrade the vehicle inspection and certification system in Sindh. In this regard a project has been conceptualized to encourage private sector interest in establishment of VICS exclusively in the Sindh Province.
- b) To carry out this project a model of Public Private Partnership has been proposed on Design, Finance, Build, Own, Operate and Transfer (DFBOT) basis for a Concession Period of twenty (20) years.
- c) The Motor Vehicle Inspection (MVI) Wing has been transferred to the Transport & Mass Transit Department, on 11th December 2014 in pursuance of 'Provincial Vehicle (Amendment) Act 2014'.
- d) As per the data obtained from the E&T Department the current number of registered vehicles in Sindh, as of 2014, is approximately 3.4 million (approximately 1.8 million motor cycles and 1.6 million other vehicles). Testing of motor cycles is not envisaged under the scope of this Project. Importantly this figure does not cater for the vehicles that have been reduced due to accidents, fire, theft and age diminishing. There are no studies available to determine the exact number of diminished vehicles. However, the Transport & Mass Transit Department has estimated this figure to be 15% of the total registered vehicles.
- e) The Transport & Mass Transit Department at the start of every fiscal year will obtain the data from the Excise & Taxation Department, apply vehicle reduction factor, and determine the compliance level for the next target year.

5.2 The Assignment

- a) The transaction advisor (successful bidder) shall be required to conduct feasibility study and transaction advisory for VICS Project in PPP mode.
- b) The scope of work has been broadly categorized into two phases. However, the Government reserves the right to end the Transaction Advisory Services for this assignment at the end of any of the Phases if it is satisfied that proceeding further will not help achieve the Government objectives.

5.3 Terms of Reference

At any stage during the Transaction Advisory services to be provided given below, the Legal Counsel and Financial member of the consortium of the consultants shall furnish legal and financial opinion, respectively as and when required by the Procuring Agency on any matter / document / agreement with regards to the Project.

The internal co-ordination of the advisory consortium of Transaction Advisors is sole responsibility of the Lead Consortium member.

- a) **Phase 1: Assessment Reports** shall include but not limited to the following components:

5.3.1.1 Financial Assessment

- a. With the support of technical data, develop a comprehensive and detailed financial model of the Project covering the projected revenues, construction/development and Operations & Maintenance cost estimates over the life of the Project and other important parameters;
- b. Development of forecasted inspection revenue stream. Incorporation of other sources of revenue share of the government including license fee, penalties on late inspection and breach of Key Performance Indicators (KPIs), etc.
- c. Develop different transaction structures over the term of the project to optimize obligation of the government and recommend most optimal structure. Preparation of contingent liability risk assessment to make annual budgetary provisions.
- d. Prepare cost estimates for allied facilities and ancillary works based on the stations and equipment designs
- e. Value for Money (VfM) analysis based on public sector comparator model;
- f. Identify the project risks and develop risk matrix.

5.3.1.2 Legal Assessment

- a. Thorough study of current regulatory and legal framework relevant to motor vehicle inspection in Sindh inter alia Motor Vehicles Ordinance 1965 and Motor Vehicles Rules 1969.
- b. Any required amendments in the regulatory and legal framework that may be needed shall be identified for effective enforcement of the Project
- c. In lieu of (a) and (b) above, the draft of required amendments in the regulatory and legal framework shall be provided

Note: *The Transaction Advisor would be responsible to undertake all related surveys needed for preparation of financial and legal assessment reports.*

- b) **Phase 2: Bid Evaluation Report:** shall include but not limited to the following components:

- a) Assist the Client in preparing and issuing the addendum to the Request for Proposal document issued the prequalified bidders of the Project document, if required;
- b) Assist the Client to evaluate the bids including technical and financial proposals.
- c) Assist the Client in preparation of Bid Evaluation Report.

- c) **Signing of Concession Agreement:** shall include but not limited to the following components:
 - a) Assist in final negotiation with preferred party;
 - b) Assist in execution of all the PPP agreement between GOS, Special Purpose Vehicle
 - c) Company (SPV), the successful bidder;

 - d) **Date of Commencement:** shall include but not limited to the following components:
 - a) Drafting and execution of Land License Agreements;
 - b) Drafting and execution of Direct Agreement
 - c) Drafting and execution of any other agreements needed for achieving the commercial operations date of the Project
-

6. EVALUATION CRITERIA AND SCORING SYSTEM

A – Evaluation Criteria

The evaluation of the technical and financial bids shall be held under the Least Cost Based Selection (LCBS). The lowest financial Bid Price of technically qualified bidder shall be the preferred bidder.

1. Evaluation of Technical Proposals

1.1 The Technical Proposal will be evaluated on the basis of Consultants' relevant experience, its understanding of assignment, proposed methodology, financial capability and Work Plan, the experience of Key professional staff. Only those Consultants' whose Technical Proposals score 75% marks or more shall qualify for further process. Financial proposals of those bidders who secure less than 75% marks in Technical Proposal, shall be returned un-opened to the firm/consortium.

2. Financial Bid opening

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

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

2.3 The financial proposals shall first be checked for arithmetic errors. Bid Price Bid Price

2.4 The Bid with the lowest financial Bid Price shall be declared as the preferred bidder and issued Letter of Acceptance, containing invitation for contract negotiation. Any factor having a bearing on the quoted price shall not be subject to negotiations.

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

B – Scoring System

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

Criteria		Marks
1. Firm's relevant Experience	Transaction advisory experience for projects related to transport sector during last 10 years	20
	5 or more projects 20 marks 3 projects 14 marks 2 projects 10 marks 1 projects 05 marks	
	Feasibility study experience of projects related to transport sector	15
	5 or more projects 15 marks 4 projects 10 marks 3 projects 07 marks 2 projects 04 marks 1 projects 02 marks	
	Experience of development of concession agreements and other PPP agreements	15
	5 projects 15 marks 4 projects 10 marks 3 projects 7 marks 2 projects 4 marks 1 project 2 mark	
	TOTAL	50
2. Key Professional Staff	Financial Team	20
	Financial Team Leader 14 marks Financial Analyst 6 marks	
	Legal Team	20
	Legal Team Leader 14 marks Legal Expert 6 marks	
	TOTAL	50
3. Financial Capability	Annual Turn-over of last three years	4
	PKR 200 million 4 marks PKR 150 million 3marks PKR 100 million 2 marks PKR 50 million 1mark <i>*Bidders to submit audited financial statements of last three years. In case of Consortium, the Lead member firm shall furnish audited financial statements</i>	

4. Understanding of the Assignment and Proposed Methodology	Appreciation of TOR and understanding of the assignment	02
	Proposed Methodology	02
	Work Plan and Manning Schedule	02
	TOTAL	6
Total		100

The TMTD may conduct a Presentation from bidders during the Technical evaluation period for clarity on Technical Proposal.

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

Weight-age points for Key Professionals

Description		Weight (%)
1. General Qualifications		30
Financial Team	Legal Team	
CFA/ FCA/ FCCA/ ICAEW /CFA / CPA (Finance) (30 marks)	LLM (30 marks)	
ACA/ACCA/FRM/MBA / ICMA (20 marks)	LLB (20 marks)	
Bachelor (15 marks)		
2. Employment with the firm		10
5 or more years	10 marks	
4 years	8 marks	
2-3 years	6 marks	
Less than 2 years	5 marks	
3. Relevant Experience and Adequacy for the Project		60
12 or more years	60 marks	
9 - 11 year	50 marks	
6 - 8 years	45 marks	
3 – 5 years	25 marks	
Less than 3 years	15 marks	
Total		100

7. INTEGRITY PACT

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (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 Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

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

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

8. AFFIDAVIT

To:

Project Manager
Vehicles Inspection & Certification Project
Transport & Mass Transit Department
Government of Sindh

Re: Transaction Advisory Services of Vehicles Inspection & Certification project (the
"Project")

[Date]

Pursuant to the Request for Proposal document dated 17 August, 2016 in respect of the Project, [Name of Prospective Bidder/Lead Member of Consortium] hereby represents and warrants that, as of the date of this letter [Name of Prospective Bidder/Lead Member of Consortium], and each member of our Consortium (if applicable):

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

Yours Sincerely,

Authorized Signature
Name and Title Signatory
Name of Firm
Address