Partnership for Development

Transport & Mass Transit Department

Government of Sindh

Request for Proposal
Transaction Advisory Services for
Bus Rapid Transit System -*Blue Line*

November, 2015

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INTRODUCTION AND PROJECT BACK GROUND

Karachi Mass Transit Cell – Transport & Mass Transit Department, GOS

INTRODUCTION AND BACKGROUND

Transaction Advisory Services for
Bus Rapid Transit System - Blue Line Project

1. INTRODUCTION AND PROJECT BACKGROUND

Karachi City the industrial and commercial hub of Pakistan is currently populated by 18 million people increasing at a rate of 3.5% per annum. The metropolitan area of Karachi currently extends over 3,527 square kilometers. As with other metropolitan cities of the world, Karachi also faces Urban Mobility Issues. The Transport & Mass Transit Department, GOS special cell, The Karachi Mass Transit Cell (KMTC) is aggressively pursuing plans for improving and upgrading the Public Mass Transit system in the city.

The Karachi Mass Transit Study (KMTS) in 1990 resulted in an adoption of a 20 year Mass Transit Plan for Karachi. It consisted of 87.4kms network of transit ways in six major corridors of Karachi in addition to recommendations for immediate reforms in bus transit sector, institutional and training needs. The first priority corridor was however accepted to be developed as a Light Rail Line. Despite major efforts, the implementation did not materialize due to political, environmental and economic issues.

Later efforts have concentrated on Bus Rapid Transit System planning studies and Revitalization of Karachi Circular Railways (KCR). The Karachi Strategic Development (KSDP2020) adopted by the city district Government of Karachi (CDGK) recommended Rail Mass Transit, Bus Rapid Transit (BRTS) to comprise the future network for Urban Transport Mobility.

The basis of the Terms of Reference is the detailed Karachi Urban Transportation Improvement Study (KTIP) completed by JICA led team. Based on a comprehensive study the Karachi Urban Master Plan integrates roads and Mass Transit related projects into Urban Transport Master Plan. It has identified priority projects that Karachi needs to undertake to overcome the looming Urban

Mobility Crisis. These recommendations focus on immediate needs and future needs for which implementation steps are to be taken.

2. Under the Karachi Urban Transportation Improvement Study, JICA recommended a comprehensive Mass Transit Plan comprising of two MRT lines, six BRT lines and revitalization of Karachi Circular Railway.

3. While the various MRT / BRT projects have been taken up, the Government of Sindh has received an unsolicited proposal for development of Bus Rapid Transit System Blue Line convertible to MRT in line with the JICA's recommendations in Public Private Partnership Mode.

4. The Unsolicited Proposal comprised of concept design of BRT Blue Line, technical details, project cost summaries, financing plan and financial model. The salient features of the unsolicited proposal are as detailed below:

BRT RUNNING WAYS CONFIGURATION

i. Centrally located, at-grade, dedicated two-way bus lanes with passing lanes at stations, along road sections having sufficient ROW.
ii. Centrally located, at-grade, along dual carriageway of the Karachi-Hyderabad Motorway (M-9).
iii. Centrally located, elevated two-way bus lanes without passing lanes at stations, along road sections having inefficient ROW.
iv. Centrally located BRT and Pedestrians ways on both sides between Campbell Street and M. W. Tower, converting this portion into a zone with Pedestrians and BRT Only.
v. BRT is considered to be at grade all along Jahangir Road and M. A. Jinnah Road.
vi. The first preference may be given to the proposal of providing BRT at Grade. If the said initiative fails due to unavoidable circumstances, the second option of making BRT elevated from Gurumandir to Teen Hati may be considered.

The BRT alignment at Superhighway (M-9) has been proposed along central median. In view of the up gradation of Superhighway as Motorway (M-9).

vii. CORRIDOR DEVELOPMENT

The BRT corridor from Teen Hatti to Tower shall be considered for entire corridor development. The corridor will include rehabilitation of mixed traffic lanes, construction of footpaths and sidewalks and landscaping of the area.

5. BRIEF SCOPE OF WORK

i. Project Structuring phase shall include feasibility study, develop engineering details, define construction, operational plan & project viability, and recommend the facilities and details of infrastructure and services to be provided on the Corridor after ascertaining through a detailed study/analysis of the UNSOLICITED PROPOSAL and its technical, social, economic, financial legal and environmental aspects.

ii. The study shall also include undertaking engineering studies, project design, cost estimates, bids documents and Transaction Advisory Services.

iii. The consultant shall undertake all surveys and investigations necessary for effective planning and definition of the project that would enable compilation of concession documents for adequate understanding by the prospective bidders.

iv. It shall include a comprehensive review of the Corridor wise study of existing traffic situation, traffic intensity, movement pattern, available road infrastructure, road right of way, extent of available row, sections along the corridor that require traffic management intervention by concerned authorities (such as removal of illegal parking or encroachments) traffic signaling system, future perceived traffic available through results from KTIP modeling assignment results, road geometry, topography, survey of utility services and cost estimation. The components of infrastructure shall include, runways, stations, terminals, depots, costing, vehicles technology, fare collection and ITS.

v. A detailed exercise for planning and designing of segregated lanes for BRTS, normal traffic lanes, service roads, bus stops, terminals, traffic intersection, stations, road markings, traffic signage, traffic signal system to give priority to BRTS shall be required as part of study.

vi. Also, envisioned as part of study would be a Business plan, which defines structural relationship of Private and Public sector entities. Due consideration of revenue

collection and distribution operational regulation, shall be adequately defined. Performance indicators are to be detailed to evaluate the system.

vii. The TA will also prepare a detailed financial model, with cash flow forecasts for various development parcels and structure an Optimum Transaction under the deliberated /proposed scenarios along with sensitivities

viii. All Project Cost components are to be validated.

ix. Transaction Advisory Services form bid invitation till Financial Close.

x. Drafting of all Transaction related documents such as Expression of Interest, Request for Proposal (RFP), Contract or Concession documents along with all the requisite enclosures like Scope of Work, Performance Standards, Project Data Sheet, Financing Agreement and all other necessary drafts required for the Project.

xi. Assist during the entire bidding process till financial closure including negotiations.

xii. Develop Communications Strategy for the Stakeholders Consultation and carry out Stakeholder Consultant Campaign (SCC)

1. PRE-BID CONFERENCE

Transport and Mass Transit Department (TMTD), GoS shall organize one or more pre-bid conferences to provide an opportunity to bidders to understand the assignment, and seek clarifications if any, before submission of their technical & financial proposals. TMTD may issue a final RFP after incorporating the suggestions or clarifications sought in the pre-bid conference.

2. MODE OF ACCESS FOR REQUEST FOR PROPOSAL

This 'Request for Proposal (RFP) document' has been issued to all the interested bidders who have valid registration with Pakistan Engineering Council in relevant category.

3. SUBMISSION OF DOCUMENTS

Sealed proposals shall reach at the address for communication not later than 1200 hrs on 23-11-2015. Technical Proposals shall be opened on the same day at 13:00 hrs in the presence of bidders/their representative who choose to be present.

The conditions regarding award of work are stipulated in this RFP document.

The Transport and Mass Transit Department shall not be responsible for any delay in receiving the proposals and reserves the right to accept/ reject any or all proposals as per Sindh Public Procurement Rules (SPPRA) 2010. The consultancy firm / consortium will be selected as per the guidelines indicated in this RFP document.

4. ADDRESS FOR COMMUNICATION

Fazal Karim Khatri
Director (Planning & Coordination),
Karachi Mass Transit Cell,
Transport & Mass Transit Department, GOS
6thFloor , East Annexe, Civic Centre,
Gulshan-e-Iqbal, Karachi-75300
TEL: 021-99231280, 021-99230665, FAX: 021-99231153, 021-99231280
Email: kmtc_kmc@hotmail.com

LETTER OF INVITATION

REQUEST FOR PROPOSALS

Dear Pre- Prospective Bidder,

Transport and Mass Transit Department, GOS (hereinafter called "Procuring Agency/Client/TMTD" now invites proposals/bids for: **"Assesment of Unsolicited Proposal and Transaction Advisory Services for Bus Rapid Transit System, Blue Line under Public Private Partnership mode"**. More details on the services are provided in the Terms of reference.

This request for proposal (RFP) has been addressed to all the prospective Bidders
It is not permissible to transfer this invitation to any other firm.
A firm / Consortium will be selected under Quality and Cost Based Selection (QCBS) method and procedures described in this RFP, in accordance with the SPPRA Rules, 2010 (as amended from time to time).

The RFP includes the following documents:

Section 1- Letter of Invitation
Section 2- Instruction 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
Section 7- Draft Consultancy Contract
Section 8- Draft Integrity Pact

Note: Due to confidentiality requirements, the Unsolicited Proposal will be shared with the successful bidder after singing of the consultancy agreement and appropriate confidentiality agreements.

Yours sincerely,

Director General
Karachi Mass Transit Cell
Transport & Mass Transit Department, GOS

INSTRUCTION TO BIDDERS

Dear Sir,

Subject: **Assessment of Unsolicited Proposal and Transaction Advisory Services for Bus Rapid Transit System Blue Line in Public Private Partnership Mode**

1. INTRODUCTION

1.1 Technical and Financial Proposals are invited from the interested competent and experienced professionals/ consulting firms/ companies /consortia for providing consultancy services regarding **"Assessment of Unsolicited Proposal and Transaction Advisory Services for Bus Rapid Transit Blue Line Project in Public Private Partnership mode"** as per the international best practices.

1.2 The consultancy services reports have to be submitted complete in all respect strictly as per the Terms of Reference detailed out in this document.

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

1.4 The manner in which the proposals are required to be submitted, evaluated and excerpted is explained in this Request for Proposal (RFP) document. Proposal and Bid shall have the same meaning in this RFP.

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

1.6 It shall be deemed that by submitting a Bid, the Bidder has:

a) made a complete and careful examination of the Bidding Documents;

b) received all relevant information requested from the Procuring Agency;

c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Procuring Agency relating to any of the matters referred to in Clause 1.4 above;

d) satisfied itself about all matters, things and information contained in this RFP hereinabove necessary and required for submitting Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;

e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Procuring Agency, or a ground for termination of the Agreement; and

f) agreed to be bound by the undertakings provided by it under and in terms hereof.

1.7 The Procuring Agency shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Procuring Agency.

1.8 Financial Proposals of only those firms as are technically qualified in accordance with clause 6.3 hereof will be opened.

1.9 Please note that:

(i) costs of preparing the proposal, including visits to the TMTD offices and project site shall be borne by the Bidders and shall not be reimbursed regardless of the outcome of the evaluation process and the TMTD shall not be liable in any manner for any incurred costs; and

(ii) TMTD is not bound to accept any proposals submitted and reserves the right to reject any or all proposals as per provisions of SPPRA Rules, 2010.

1.10 The proposals must be properly signed as detailed below:

a) by the proprietor in case of a proprietary firm
b) By the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney shall accompany the proposal).
c) By a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal).
d) By the authorized representative in case of Consortium (A certified copy of the authorization shall accompany the proposal).

1.10.1 In case of Consortium of firms, the proposal shall be accompanied by a certified true copy of the Consortium Agreement / Joint Bidding Agreement. The Consortium Agreement / Joint Bidding Agreement as applicable shall confirm at least the following therein:

a) Date and place of signing;
b) Purpose of Consortium (must include the details of contract works for which the consortium has been invited to bid;
c) A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment;
d) Delineation of duties, responsibilities and scope of work to be undertaken by each along with resources committed by each partner / member of the Consortium for the proposed services;
e) brief description of each member of the Consortium and an outline of recent (not older than ten years) experience on assignments of a similar nature;
f) list of projects presently being under taken by each member of the Consortium and expertise-wise total number and number of staff deployed on the aforesaid projects being presently under-taken;
g) An undertaking that the firms are jointly and severally liable to the Client for the performance of the services;

h) It should mention the Lead Member to be the financial consultant among the consortium, its duties, responsibilities and powers;
i) The authorized representative of Consortium.
j) Except as provided under this RFP, there shall not be any amendment to the Consortium Agreement / Joint Bidding Agreement without the prior written consent of the GoS

1.10.2 In case of Consortium, the Lead Member shall 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 as indicated in the enclosed Data Sheet.

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

1.10.4 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Procuring Agency during the Bidding Stage, only where:

a) The Lead Member continues to be the Lead Member of the Consortium;
b) The substitute is at least equal, in terms of Technical Capacity and Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification/ short-listing criteria for Applicants; and
c) The new member(s) expressly adopt(s) the application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member of any other Consortium bidding for this Project.

1.10.5 Approval for change in the composition of a Consortium shall be at the sole discretion of the Procuring Agency and must be approved by the Procuring Agency in writing.

1.10.6 The modified/ reconstituted Consortium shall be required to submit a revised joint Bidding Agreement before the Bid Due Date.

1.10.7 The proposal of a firm is liable to be rejected if the firm makes any false or misleading statement in the proposal(s)

1.10.8 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft 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 Agreement.

2. DOCUMENTS

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

2.2 Firms requiring a clarification of the Documents must serve upon the Client, a request in writing, at least two (2) days before the Pre bid conference date. Any request for clarification must be made in writing and sent to the Client's address indicated in the Data Sheet through courier or fax or email. The Client will respond in writing through fax or courier or email. Copies of the responses will be sent to all Consultants who get the RFP document.

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

3. PREPARATION OF PROPOSAL

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

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

3.1 Technical Proposal

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

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

a) The composition of the proposed team and Task Assignment to individual personnel shall be clearly stated. Consultants shall make their own assessment of support personnel to undertake the assignment. Additional staff or personnel if required to complete the assignment in the prescribed time, must be provided, within the total estimated cost only. Client shall not be responsible for any wrong assessment by Consultants and shall not in any case bear any additional cost arising there from.

b) No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.

c) The key personnel shall remain available for the period indicated in the TOR. An undertaking to this effect must also be submitted. It is further clarified that all the key personnel are required available for full assignment period of 09 to 12 months,.

d) No alternative proposal to any key personnel shall be made and only one CV for each position shall be furnished.

e) Each CV needs to have been recently signed with date in blue indelible ink by the key personnel and countersigned by the authorized official of the Firm. Photocopy or unsigned/countersigned CVs shall be rejected.

f) Each CV shall contain the proof of qualification as well as an undertaking from the key personnel about his availability for the duration prescribed in

the TOR. In order to check incorrect/ inflated bio-data of Key Personnel, the Client has the right to verify details mentioned in CV by writing to the Employer/University/ Institute indicated in the CV. The Consultancy Firm shall be liable for any incorrect information.

g) If a firm as a Consortium is qualified on the strength of experience of a foreign company, requisite key personnel from that foreign company shall be fielded.

h) In case a firm is proposing key personnel from educational/research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with his CV.

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

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

3.1.4 The Technical Proposal must not include any financial information.

3.2 Financial Proposal

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

3.2.2 While submitting Financial Proposal, the Bidders shall ensure the following:

a) All the costs associated with the assignment shall be included in the proposal. These shall cover remuneration for all the staff (foreign and local, in the field, office etc), research, accommodation, transportation, equipment, printing of documents, surveys, geo-technical investigations, preliminary facts/Assessment regarding Environmental & Social Impacts/Investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

b) The Financial Proposal shall take into account all types of the tax liabilities/expenses and cost of insurance specified in the Data Sheet and the draft contract agreement.

c) Costs (including break down of costs) shall be expressed in Pak Rupees as per the requirement assessed by the Consultants. **The payments shall be made only in Pak Rupees.**

4. SUBMISSION OF PROPOSALS

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

4.2 The applicants must submit the proposal as indicated in Data Sheet. Each proposal will be sealed in an outer envelope which will bear the address and information indicated in the Data Sheet. The envelope must be clearly marked:

"Assessment of Unsolicited Proposal and Transaction Advisory Services for Bus Rapid Transit (BRTS) Blue Line in Public Private Partnership Mode"
Do not open, except in presence of the Consultant Selection Committee

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

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

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

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

4.5 No bidder shall be allowed to alter or modify his bid(s) after the expiry of deadline for the receipt of the bids; Provided that the procuring agency may ask the bidders for clarifications needed to evaluate the bids but shall not permit any bidder to change the substance or price of the bid.

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

5. CANCELLATION OF BIDDING PROCESS

5.1 The procuring agency may cancel the bidding process at any time prior to the acceptance of a bid or proposal;

5.2 The procuring agency shall incur no liability towards the bidders, solely by virtue of its invoking under 5.1;

5.3 Intimation of the cancellation of bidding process shall be given promptly to all bidders. The bid security shall be returned to the bidders along with such intimation, if the bidding process is cancelled after the submission of bids.

5.4 The procuring agency shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.

6. PROPOSAL EVALUATION

6.1 The Single Stage - Two Envelope Procedure as per rule 46(2) of the SPPRA, 2010, will be adopted in evaluating the proposals. Firstly, technical evaluation will be carried out. Only those Technical proposals, which score at least 70 points out of 100, shall be considered technically qualified for opening of financial bid followed by the financial evaluation. The financial bids of technically qualified Bidders (who have received at least 70 points in the technical evaluation), shall be opened at a time, date and venue announced and communicated to Bidders in advance. The evaluation of the technical and financial bids shall be held under the Quality and Cost Based Selection (QCBS) method. The Evaluation criteria under QCBS is at **Appendix III**.

6.2 Evaluation of Technical Proposal

The Consultant Selection Committee (CSC) appointed by the Client will carry out its evaluation applying the evaluation criteria and point system specified in the Data Sheet.

6.3 Evaluation of Financial Proposal

6.3.1 For financial evaluation, total cost of Financial Proposal will be considered including all taxes.

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

7. BID SECURITY

Each Bidder shall provide a Bid Security along with the Financial Proposal equivalent to 1% (one per cent) of the bid price, which shall remain valid for a period of 28 days beyond the validity period for bids, in order to provide the procuring agency reasonable time to act, if the security is to be called; Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired. The Bidder has the option to provide the Bid Security either as a Demand Draft, Pay Order or in the form of a Bank Guarantee, acceptable to the Procuring Agency. Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than that required or other than in the form of a commercial bank guarantee or from a commercial bank not acceptable to the GoS or from a commercial bank that does not have a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA or in the form as required by this RFP shall be, in each case, rejected by the TMTD as non-responsive. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained.

The Bid shall remain valid and open for acceptance for a period of 90 days from the Bid Submission Deadline. The Bid Security submitted along with the financial proposal included the Second Stage Proposal shall remain valid for at least 90 days plus twenty eight (28) days beyond the original bid validity from the Bid Submission Deadline. In exceptional circumstance, prior to expiry of the original bid validity period, the Procuring Agency may request Bidders to grant a specified extension in the period of validity. This request and the response thereto shall be made in writing or through fax or email.

A Bidder may refuse the afore-stated GoS request and can claim for return of its Bid Security. A Bidder agreeing to the GoS's request will extend the validity of its Bid Security correspondingly.

8. DISQUALIFICATION OF BIDDERS / CONSULTANTS

8.1 The procuring agency shall disqualify any bidder/ consultant, whether already pre-qualified or not, if it finds at any time, that the information submitted by him

concerning his qualification and professional, technical, financial, legal or managerial competence as, consultant, was false and materially inaccurate or incomplete; or

8.2 The procuring agency shall disqualify any bidder/ consultant if at any stage, the bidder has indulged in corrupt and fraudulent practices, as defined in Section 2 (q) of Part I-General Provisions of SPPRA rules 2010;

8.3 In the event of disqualification under 8.1 and 8.2, the Procuring Agency shall encash and appropriate the Bid Security. A consultant being aggrieved by the decision of the procuring agency regarding disqualification may seek relief through the mechanism of grievance redressal, as provided under Rule 31of SPPRA 2010.

9. BAR ON HIRING IN CASE OF CONFLICT OF INTEREST

Consultants shall not be hired if there is a conflict of interest. Any Consulting firm(s)/Consortium found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Procuring Agency shall encash and appropriate the Bid Security.

MISCELLANEOUS

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

10. INDEMNITY

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

11. AWARD OF CONTRACT

The Contract shall be awarded to the best evaluated Consultant.

Thanking you.

Director General
Karachi Mass Transit Cell
Transport & Mass Transit Department, GOS

DATA SHEET

DATA SHEET

(References to corresponding paragraphs of LOI are mentioned alongside)

1. (a) Date, Time and Venue of Pre-Bid Conference: **at 1500 hrs on 13-11-2015 at Karachi Mass Transit Cell, Transport & Mass Transit Department, GOS, 6th Floor , East Annexe, Civic Centre, Gulshan-e-Iqbal, Karachi-75300**

   (b) Date of Receiving Clarification regarding RFP: 16-11-2015 **(Before 1500 hrs)**

2. The Documents are:

   (i) Terms of Reference (TOR)

   (ii) Appendices

Appendix-I:	**Formats for Technical Proposal**
Appendix-II:	**Formats for Financial Proposal**
Appendix-III:	**Evaluation Criteria**

3. Type of Contract: **Lump sum**
4. Bid Security: **1 %**
5. Performance Security: **10 %**
6. Agreement Stamping: As per applicable law
7. The Name of the Client is: Transport and Mass Transit Department, Government of Sindh.
8. The address is:

   Fazal Karim Khatri
   Director (Planning & Coordination),
   Karachi Mass Transit Cell,
   Transport & Mass Transit Department, GOS
   6thFloor , East Annexe, Civic Centre,
   Gulshan-e-Iqbal, Karachi-75300
   TEL: 021-99230665,021-99231280 FAX: 021-99231153, 021-99231280
   Email: kmtc_kmc@hotmail.com

9. Tax liability

   GOS shall deduct all applicable taxes prior to making the payments. The bid should be inclusive of all applicable taxes

10. The envelopes must be clearly marked:

"ORIGINAL PROPOSAL"

DOCUMENTS IN TECHNICAL PROPOSAL or FINANCIAL PROPOSAL as appropriate; and,

DO NOT OPEN, EXCEPT IN PRESENCE OF THE CONSULTANT SELECTION COMMITTEE on the outer envelope.

11. Consultancy Package

Name and Address of Consultant

The date and time of proposal submission are:	**23-11-2015** (up to 1200 hrs)
Opening of technical proposal (Technical Proposal Shall be opened before the Bidders who choose to be present)	**Same Day at (1300 hrs)**
Proposal Validity period (days, date):	**90 days**