



EXPRESSION OF INTEREST FOR CONSULTANCY SERVICES

TO IDENTIFY INDUSTRIAL SECTORS WITH HIGH EXPORT POTENTIAL AND PREPARE AN ACTIONABLE PLAN INCLUDING SPECIFIC INTERVENTIONS TO ENHANCE THEIR COMPETITIVENESS

- 1. Pakistan Industrial Development Corporation (PIDC), a State-Owned Enterprise (SOE) invites Expression of Interest (EOI) / proposals from reputable firms, registered with PPRA for e-procurement on EPADS and having relevant expertise and capacity in carrying out high quality research studies.
- 2. <u>Requirements:</u>
 - Submission of proposal through PPRA EPADS is mandatory.
 - Affidavit on stamp paper confirming that the firm has not been Blacklisted by any Government organization.
 - Details of organizational structure along with profiles of key team members.
 - Details of successfully completed studies.
- 3. RFP document including detailed TORs can be downloaded free of cost from EPADS (<u>https://eprocure.gov.pk</u>) / PPRA website (<u>www.ppra.gov.pk</u>) / PIDC website (<u>www.pidc.com.pk</u>).
- In order to clarify the bidder's queries for the captioned work, a pre-bid meeting will be held at 11 am, 13th January 2025 at below mentioned address.
- 5. Interested firms are requested to submit their proposals (Technical & Financial) electronically through PPRA EPADS on "Single Stage Two Envelope" procedure, and one original hard copy on or before 27th January 2025 till 11 am to below mentioned address. Technical proposals will be opened through PPRA EPADS on the same day at 11:30 am. Delayed / conditional / telegraphic proposals will not be entertained.
- 6. The Technical proposals shall be evaluated according to the criteria given in RFP. Financial proposals of only technically qualified firms shall be opened and will be awarded on a "Quality and Cost Based Selection (QCBS)" method.
- 7. The proposals should be accompanied by a **Bid security** (refundable) amounting to **Rs. 100,000/-** in shape of pay order / demand draft in favor of Pakistan Industrial Development Corporation (Pvt.) Ltd. Scanned copy of Bid Security will be submitted along with the technical proposal; however, the original bid security shall be submitted to PIDC on the address given below before the deadline of submission.
- 8. Procuring agency reserves the right to accept or reject any or all bids as per PPRA rules.

JAWAD IMTIAZ

Manager Regional Office (Islamabad) Pakistan Industrial Development Corporation (PIDC) PIDC House, 5th Floor, Constitution Avenue F-5 Islamabad Tel: +92-51-9201271; +92-51-9211914 Email: jawad.imtiaz@pidc.com.pk, Web: www.pidc.com.pk



PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PIDC)



REQUEST FOR PROPOSAL (RFP)

Tender No.: PIDC/TENDER/2025/01

PROCUREMENT OF CONSULTANCY SERVICES

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IDENTIFY INDUSTRIAL SECTORS WITH HIGH EXPORT POTENTIAL AND PREPARE AN ACTIONABLE PLAN INCLUDING SPECIFIC INTERVENTIONS TO ENHANCE THEIR COMPETITIVENESS

JANUARY, 2025

CONSULTANCY SERVICES TO IDENTIFY INDUSTRIAL SECTORS WITH HIGH EXPORT POTENTIAL AND PREPARE AN ACTIONABLE PLAN INCLUDING SPECIFIC INTERVENTIONS TO ENHANCE THEIR COMPETITIVENESS

Pakistan Industrial Development Corporation (PIDC), a State-Owned Enterprise (SOE) under the administrative control of Federal Ministry of Industries & Production.

PIDC was established in 1952 through Act of Parliament, with the objective to set up capital intensive industries in such sectors where the private investor was reluctant and where long gestation period was involved. PIDC established 94 such industrial units throughout the country on Build Operate and Transfer (BOT) model, which played key role in country's industrial development.

The Role of PIDC was redefined in 2004-05 as an "Industry Facilitator" organization, with the objective to act as a primary vehicle for facilitating industrialization, fostering spirit of enterprise, facilitate entrepreneurs and to promote Industry through skill development and provision of common facility centers to help private Sector in specific sectors. PIDC, through its Industrial Infrastructure Division, was entrusted to develop focused industrial growth in Pakistan through world-class industrial parks all over the country.

PIDC intends to procure Consultancy Services from reputable firms, registered with PPRA for e-procurement on EPADS and having relevant expertise and capacity in carrying out high quality research studies. Details regarding the assignment are provided in Section - 3 of this document.

This Request for Proposal (RFP) consists of the following Parts:

- □ Section 1 Letter of Invitation
- Section 2 Instructions to Consultants and Data Sheet
- Section 3 Terms of Reference / Scope of Work
- □ Section 4 Eligibility/ Qualification Criteria
- □ Section 5 Submission Forms
- □ Section 6 Draft Contract Agreement

The Financial Proposal shall be on Lump sum basis. Draft Contract Agreement is attached for reference in Section - 6 and will be used for final contract agreement with the successful bidder.

Section 1 LETTER OF INVITATION

То: -----

Subject: Consultancy services to identify Industrial sectors with high export potential and prepare an actionable plan including specific interventions to enhance their competitiveness

Pakistan Industrial Development Corporation (PIDC), a State-Owned Enterprise (SOE) invites Expressions of Interest (EOI) from reputable firms, registered with PPRA for e-procurement on EPADS and having relevant expertise and capacity in carrying out high quality research studies.

The detailed Scope of works (Terms of Reference/ Scope of Work) and Eligibility/ Qualification Criteria are provided in Section - 3 and Section – 4 of Request for Proposal (RFP) document respectively.

In order to clarify the bidder's queries for the captioned work, a pre-bid meeting will be held at **11 am, 13th January 2025** at below mentioned address.

Interested firms are requested to submit their proposals (Technical & Financial) electronically through PPRA EPADS on "**Single Stage Two Envelope**" procedure, and one original hard copy on or before **27th January 2025 till 11 am** to below mentioned address. Technical proposals will be opened through PPRA EPADS on the same day at **11:30 am**. Delayed / conditional / telegraphic proposals will not be entertained.

The proposals should be accompanied by a **Bid security** (refundable) amounting to **Rs. 100,000/-** in shape of pay order / demand draft in favor of Pakistan Industrial Development Corporation (Pvt.) Ltd. Scanned copy of Bid Security will be submitted along with the technical proposal; however, the original bid security shall be submitted to PIDC on the address given below before the deadline of submission.

PIDC reserves the right to accept or reject any or all applications as per PPRA rules. Interested parties should submit their proposals to the under sign at the address given below:

Jawad Imtiaz

Manager Regional Office (Islamabad) Pakistan Industrial Development Corporation (PIDC) PIDC House, 5th floor, Constitution Avenue F-5, Islamabad Tel: +92-51-9201271, +92-51-9211914 Email: jawad.imtiaz@pidc.com.pk, Web: www.pidc.com.pk

Section 2 INSTRUCTIONS TO CONSULTANTS

| | A. Preparation of Proposals |
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| 1. Definitions | 1.1 Definition |
| | a) "Applicable Law" means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time. |
| | b) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract. |
| | c) "Contract" means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Specia Conditions of Contract (SCC), and the Appendices). |
| | d) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. |
| | e) "Day" means a calendar day. |
| | f) "Experts" means, collectively, Key Experts, Non-Key Experts or any other personnel of the Consultant, Sub-consultant o Joint Venture member(s). |
| | g) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract. |
| | h) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal. |
| | i) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals. |
| | j) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants. |
| | k) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. |

| | Proposal means the Technical Proposal and the Financial Proposal of the Consultant. |
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| | m) "RFP" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP. |
| | n) "Services" means the work to be performed by the Consultant pursuant to the Contract. |
| | o) "SRFP" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP. |
| | p) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract. |
| | q) "TORs" (this Section 3 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment. |
| 2. Introduction | 2.1 The Procuring Agency named in the Data Sheet intends to |
| | select a consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant. 2.2 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense. 2.3 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as |
| | specified in the Data Sheet. |
| 3. Conflict of | 3.1 The Consultant is required to provide professional, objective, |
| Interest | and impartial advice, at all times holding the Procuring Agency's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. |
| | 3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the |

| | discussification of the Consultant on the terreinstice of its |
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| | disqualification of the Consultant or the termination of its |
| | Contract and/or sanctions by the Authority. |
| | 3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth |
| | |
| | below: |
| a. Conflicting | (i) <u>Conflict between consulting activities and procurement of</u> |
| activities | goods, works or non-consulting services: a firm that has |
| | been engaged by the Procuring Agency to provide goods, |
| | works, or non-consulting services for a project, or any of its |
| | Affiliates, shall be disqualified from providing consulting |
| | services resulting from or directly related to those goods, |
| | works, or non-consulting 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 or works or |
| | non-consulting services resulting from or directly related to |
| | the consulting services for such preparation or |
| b. Conflicting | implementation. |
| • | (ii) <u>Conflict among consulting assignments</u> : a Consultant |
| assignments | (including its Experts 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 for the same or for another Procuring Agency. |
| c. Conflicting | (iii) Relationship with the Procuring Agency's staff: a |
| relationships | Consultant (including its Experts and Sub-consultants) that |
| relationships | has a close business or family relationship with a |
| | professional staff of the Procuring Agency, or of a recipient |
| | of a part of the financing in case the project is financed by |
| | some financing institution) who are directly or indirectly |
| | involved in any part of (i) the preparation of the Terms of |
| | Reference for the assignment, (ii) the selection process for |
| | the Contract, or (iii) the supervision of the Contract, may |
| | not be awarded a Contract, unless the conflict stemming |
| | from this relationship has been resolved in a manner |
| | acceptable to the Authority throughout the selection |
| | process and the execution of the Contract. |
| 4. Unfair | 4.1 Fairness and transparency in the selection process require that |
| Competitive | the Consultants or their Affiliates competing for a specific |
| Advantage | assignment do not derive a competitive advantage from having |
| | provided consulting services related to the assignment in |
| | question. To that end, the Procuring Agency shall indicate in the |
| | Data Sheet and make available to all eligible Consultants |
| | together with this RFP all information that would in that respect |
| | give such Consultant any unfair competitive advantage over |
| | competing Consultants. |

| 5. Corrupt and | 5.1 The Authority requires compliance with its Regulatory |
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| Fraudulent | Framework in regard to corrupt and fraudulent practices as set |
| Practices | forth in Section 3. |
| | 5.2 In further pursuance of this Regulatory Framework, Consultants |
| | shall permit and shall cause their agents (where declared or |
| | not), sub-contractors, sub-consultants, service providers, |
| | suppliers, and personnel, to permit the Procuring Agency to |
| | inspect all accounts, records and other documents relating to |
| | any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited |
| | by auditors appointed by the Procuring Agency. |
| 6. | 6.1 The Procuring Agency permits consultants (individuals and |
| | firms, including Joint Ventures and their individual members) |
| | from all countries to offer consulting services for the project. |
| | 5.2 Furthermore, it is the Consultant's responsibility to ensure that |
| | its Experts, joint venture members, Sub-consultants, agents |
| | (declared or not), sub-contractors, service providers, suppliers |
| | and/or their employees meet the eligibility requirements. |
| a. Sanctions | As an exception to the foregoing Clauses 6.1 and 6.2 above: 6.3 A firm or an individual declared blacklisted by the Authority in |
| a. Sanctions | accordance with the above Clause 5.1 shall be ineligible to |
| | participate in the procurement process or to be awarded a |
| | contract, during such period of time as the Authority shall |
| | determine. The list of debarred firms and individuals is available |
| | at the electronic address specified in the Data Sheet. |
| b. Prohibitions | 6.4 Firms and individuals of a country or goods manufactured in a |
| | country may be ineligible if so, indicated in Section 5 (Eligible Countries). |
| c. Restrictions | 6.5 Government officials and civil servants of Pakistan are not |
| for public | eligible to be included as Experts in the Consultant's Proposal |
| employees | unless such engagement does not conflict with any employment |
| | or other laws, regulations, or policies of the Government of |
| | Pakistan, and they (i) are on leave of absence without pay, or have resigned or |
| | retired; |
| | (ii) are not being hired by the same agency they were working |
| | for before going on leave of absence without pay, resigning, or |
| | retiring |
| | (in case of resignation or retirement, for a period of at least |
| | two years, or the period established by statutory provisions |
| | applying to civil servants or government employees |
| | whichever is longer. Experts who are employed by the |
| | government-owned universities, educational or research institutions are not eligible unless they have been full time |
| | employees of their institutions for a year or more prior to |
| | being included in Consultant's Proposal.; and |
| | (iii) their hiring would not create a conflict of interest. |
| | (III) their hiring would not create a conflict of interest. |

| | B. Preparation of Proposals |
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| 7. General Considerations | 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |
| 8. Cost of Preparation of Proposal | 8.1 The Consultant shall bear all costs associated with the preparation (including site visit) and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant. |
| 9. Language | 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet. |
| 10. Documents Comprising the Proposal | 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet. If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices. |
| 11. Only One Proposal | 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Subconsultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet and subject to regulatory instructions, if any. |
| 12. Proposal Validity | 12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid/proposal security or bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal |

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| | submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected |
| | for further evaluation, and may be subject to blacklisting and |
| | debarment in accordance with Clause 5 of this ITC. |
| a. Extension of | 12.4 If considered necessary, an extension can be made in case of |
| Validity Period | exceptional circumstances (beyond the control of the procuring |
| | agency) after recording the reason(s) in writing. Such extension |
| | shall be only once, and the period of the extension should be |
| | determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same |
| | shall not be more than the original bid validity period. The |
| | request and the responses shall be made in writing. Moreover, |
| | any such extension shall be solicited and procured in advance |
| | prior to the expiry of original (or initial) bid validity period. |
| | Bid/Proposal Securing Instrument shall also be extended in |
| | conformity with the period of extension. |
| | 12.5 If the Consultant agrees to extend the validity of its Proposal, it |
| | shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. |
| | 12.6 The Consultant has the right to refuse to extend the validity of its |
| | Proposal in which case such Proposal will not be further |
| | evaluated. |
| b. Substitution | 12.7 If any of the Key Experts become unavailable for the extended |
| of Key Experts | validity period, the Consultant shall provide a written adequate |
| at Validity | justification and evidence satisfactory to the Procuring Agency |
| Extension | together with the substitution request. In such case, a |
| | replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key |
| | Expert. The technical evaluation score, however, will remain to |
| | be based on the evaluation of the CV of the original Key Expert. |
| | 12.8 If the Consultant fails to provide a replacement Key Expert with |
| | equal or better qualifications, or if the provided reasons for the |
| | replacement or justification are unacceptable to the Procuring |
| c. Sub- | Agency, such Proposal will be rejected. 12.9 The Consultant shall not subcontract the whole of the Services. |
| Contracting | 12.9 The Consultant shall not subcontract the whole of the Services. |
| g | 12.10 The Proposal Securing Declaration is required to protect the |
| | Procuring Agency against the risk of Consultant's conduct |
| | which would warrant the consultant to face the blacklisting or |
| | debarment proceedings in accordance with regulatory |
| | framework. |
| | 12.11 Any Proposal not accompanied by a Proposal Securing |
| | Declaration shall be rejected by the Procuring Agency as non- responsive. |
| | 12.12 The Proposal Securing Declaration of a joint venture must be |
| | in the name of the joint venture submitting the Proposal. |
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| | 10.40 | The successful Consultant's Drenegal Consultant Declaration will |
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| | | The successful Consultant's Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security. |
| | 12.14 | A Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration: (a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: (i) sign the contract, or (ii) furnish the required performance security |
| 13. Clarification | 13.1 | The Consultant may request a clarification of any part of the |
| and | | RFP during the period indicated in the Data Sheet before the |
| Amendment of | | Proposals' submission deadline. Any request for clarification |
| RFP | | must be sent in writing, or by standard electronic means, to the |
| | | Procuring Agency's address indicated in the Data Sheet . The |
| | | Procuring Agency will respond in writing, or by standard |
| | | electronic means, and will send written copies of the response |
| | | (including an explanation of the query but without identifying its |
| | | source) to all eligible Consultants. Should the Procuring |
| | | Agency deem it necessary to amend the RFP as a result of a |
| | | clarification or at its own initiative, it shall do so following the procedure described below: |
| | i. | • |
| | | Procuring Agency may amend the RFP by issuing an |
| | | amendment in writing or by standard electronic means. The |
| | | amendment shall be sent to all shortlisted Consultants and |
| | | will be binding on them. The shortlisted Consultants shall |
| | | acknowledge receipt of all amendments in writing. |
| | ii. | If the amendment is substantial, the Procuring Agency may |
| | | extend the proposal submission deadline to give the |
| | | shortlisted Consultants reasonable time to take an |
| | | amendment into account in their Proposals. |
| | 13.2 | The Consultant who has already submitted the proposal prior |
| | | to any amendments in the RFP, may submit a modified |
| | | Proposal or a modification to any part of it based on the |
| | | respective amendment in the RFP at any time prior to the |
| | | proposal submission deadline. No modifications to the |
| | | Technical or Financial Proposal shall be accepted after the deadline. |
| 14. Preparation of | 14.1 | |
| Proposals – | | particular attention to the following: |
| Specific | i. | The Procuring Agency may indicate in the Data Sheet the |
| Considerations | | estimated Key Experts' time input (expressed in person- |
| | | month) or the Procuring Agency's estimated total cost of the |
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| | assignment, but not both. This estimate is indicative and the |
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| | Proposal shall be based on the Consultant's own estimates |
| | for the same. |
| | ii. If stated in the Data Sheet , the Consultant shall include in |
| | its Proposal at least the same time input (in the same unit |
| | as indicated in the Data Sheet) of Key Experts, failing which |
| | the Financial Proposal will be adjusted for the purpose of |
| | comparison of proposals and decision for award in |
| | accordance with the procedure in the Data Sheet . |
| | iii. For assignments under the Fixed-Budget selection method, |
| | the estimated Key Experts' time input is not disclosed. Total |
| | available budget, with an indication whether it is inclusive or |
| | exclusive of taxes, is given in the Data Sheet , and the |
| 15. Technical | Financial Proposal shall not exceed this budget. 15.1 The Technical Proposal shall not include any information |
| Proposal | regarding Financial Proposal. A Technical Proposal containing |
| Format and | material financial information shall be declared non- |
| Content | responsive. |
| | 15.2 Depending on the nature of the assignment, the Consultant is |
| | required to submit a Full Technical Proposal (FTP), or a |
| | Simplified Technical Proposal (STP) as indicated in the Data |
| | Sheet and using the Standard Forms provided in Section 5 of |
| | the RFP. |
| 16. Financial | 16.1 The Financial Proposal shall be prepared using the Standard |
| Proposal | Forms provided in Section 5 of the RFP. It shall list all costs |
| | associated with the assignment, including (a) remuneration for |
| | Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet . |
| a. Taxes | 16.2 The Consultant and its Sub-consultants and Experts are |
| a. Taxes | responsible for meeting all tax liabilities arising out of the |
| | Contract unless stated otherwise in the Data Sheet. |
| | Information on taxes in the Procuring Agency's country is |
| | provided in the Data Sheet. |
| b. Currency | 16.3 The Consultant may express the price for its Services in the |
| of Proposal | currency or currencies as stated in the Data Sheet. If indicated |
| | in the Data Sheet, the portion of the price representing local |
| | cost shall be stated in the national currency. |
| c. Currency | 16.4 Payment under the Contract shall be made in the currency or |
| of Payment | currencies in which the payment is requested in the Proposal. |
| | C. Submission, Opening and Evaluation |
| 17. Submission, | 17.1 The Consultant shall submit a signed and complete Proposal |
| Sealing, and | comprising the documents and forms in accordance with |
| Marking of | Clause 10 (Documents Comprising Proposal). The submission |
| Proposals | can be done by mail or by hand. If specified in the Data Sheet , |
| | the Consultant has the option of submitting its Proposals electronically. |
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| 17.2 | An authorized representative of the Consultant shall sign the |
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| | original submission letters in the required format for both the |
| | Technical Proposal and, if applicable, the Financial Proposal |
| | and shall initial all pages of both. The authorization shall be in |
| | the form of a written power of attorney attached to the |
| | Technical Proposal. |
| 17.2. | • |
| | all members so as to be legally binding on all members, or |
| | by an authorized representative who has a written power of |
| | attorney signed by each member's authorized |
| | representative. |
| 17.3 | Any modifications, revisions, interlineations, erasures, or |
| 17.5 | • |
| | overwriting shall be valid only if they are signed or initialed by |
| 17.4 | the person signing the Proposal. |
| 17.4 | The signed Proposal shall be marked "ORIGINAL", and its |
| | copies marked "COPY" as appropriate. The number of copies |
| | is indicated in the Data Sheet . All copies shall be made from |
| | the signed original. If there are discrepancies between the |
| | original and the copies, the original shall prevail. |
| 17.5 | The original and all the copies of the Technical Proposal shall |
| | be placed inside of a sealed envelope clearly marked |
| | "TECHNICAL PROPOSAL", "[Name of the Assignment]", |
| | reference number, name and address of the Consultant, and |
| | with a warning "Do Not OPEN UNTIL [INSERT THE DATE AND THE |
| | TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]." |
| 17.6 | Similarly, the original Financial Proposal (if required for the |
| | applicable selection method) shall be placed inside of a sealed |
| | envelope clearly marked "FINANCIAL PROPOSAL" followed by |
| | the name of the assignment, reference number, name and |
| | address of the Consultant, and with a warning "Do NOT OPEN |
| | WITH THE TECHNICAL PROPOSAL." |
| 17.7 | The sealed envelopes containing the Technical and Financial |
| | Proposals shall be placed into one outer envelope and sealed. |
| | This outer envelope shall bear the submission address, RFP |
| | reference number, the name of the assignment, Consultant's |
| | name and the address, and shall be clearly marked "Do Not |
| | OPEN BEFORE [insert the time and date of the submission |
| | deadline indicated in the Data Sheet]". |
| 17.8 | If the envelopes and packages with the Proposal are not |
| | sealed and marked as required, the Procuring Agency will |
| | assume no responsibility for the misplacement, loss, or |
| | premature opening of the Proposal. |
| 17.9 | The Proposal or its modifications must be sent to the address |
| | indicated in the Data Sheet and received by the Procuring |
| | Agency no later than the deadline indicated in the Data Sheet , |
| | or any extension to this deadline. Any Proposal or its |
| | modification received by the Procuring Agency after the |

| | بالاستحداد ومناوحة لمعر ونجا لمعرومه وما المواد ومنالوهم |
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| Withdrawal of bids | deadline shall be declared late and rejected, and promptly returned unopened. 17.10A Consultant may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the submitted. |
| | Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposal. |
| | 17.11 Revised Proposal may be submitted after the withdrawal of the original Proposal. |
| | 17.12First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening. |
| 18. Confidentiality | 18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or |
| | Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report. |
| | 18.2 Any attempt by consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures. |
| | 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing. |
| 19. Opening of Proposal (Technical Proposals) | 19.1 The Procuring Agency will open all Proposal, in public, in the presence of Consultant' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the BDS . The Consultant' representatives present shall sign a register as proof of their attendance. |
| | 19.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant. No Proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening. |

| | 19.4 | Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Consultant unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. Any Modification shall be read out along with the Original Proposal except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial Proposal opening date. The Procuring Agency's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet . The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 23 of the ITC. At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed |
|---------------|------|--|
| | | name of the lead member and the names and the countries of |
| 20. Proposals | 20.1 | Subject to provision of Clause 15.1 of the ITC, the evaluators |
| Evaluation | | of the Technical Proposals shall have no access to the |
| | | Financial Proposals until the technical evaluation is concluded. |
| | 20.2 | The Consultant is not permitted to alter or modify its Proposal |
| | | in any way after the proposal submission deadline. While |
| | | evaluating the Proposals, the Procuring Agency will conduct |
| | | the evaluation solely on the basis of the submitted Technical and Einancial Proposals |
| | | and Financial Proposals. |

| | 04.4 | The Dreeving Anopel's such stars as 100 bits to |
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| 21. Evaluation of Technical Proposals | | The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the TORs & RFP, applying the evaluation criteria, sub- criteria, and point system specified in the Data Sheet . Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it doesn't respond to important aspects of RFP or if it fails to achieve the minimum technical score indicated in Data Sheet . |
| 22. Financial | 22.1 | Following the ranking of the Technical Proposals, when the |
| Proposals for | | selection is based on quality only (QBS), the top-ranked |
| QBS | 22.2 | Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Agency's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. |
| 23. Public Opening | 23.1 | After the technical evaluation is completed, the Procuring |
| of Financial Proposals (for | | Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non- |
| QCBS, FBS, | | responsiveness of the consultant along with the technical |
| and LCS | | scores. The Financial Proposals of non-responsive consultants |
| methods) | 23.2 | will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice. The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals 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. Copies of the record shall be sent to all Consultants who submitted Proposals. |
| 24. Correction of | 24.1 | Activities and items described in the Technical Proposal but not |
| Errors | | priced in the Financial Proposal, shall be assumed to be |
| | | included in the prices of other activities or items, and no corrections are made to the Financial Proposal. |

| a. Time-Based | 24.1.1 If a Time-Based contract form is included in the RFP, | |
|------------------------------|---|--|
| Contracts | the Procuring Agency's evaluation committee will (a) correct | |
| | any computational or arithmetical errors, and (b) adjust the | |
| | prices if they fail to reflect all inputs included for the respective | |
| | activities or items in the Technical Proposal. In case of | |
| | discrepancy between (i) a partial amount (sub-total) and the | |
| | total amount, or (ii) between the amount derived by | |
| | multiplication of unit price with quantity and the total price, or | |
| | (iii) between words and figures, the former will prevail. In case | |
| | of discrepancy between the Technical and Financial Proposals | |
| | in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct | |
| | and the Procuring Agency's evaluation committee shall correct | |
| | the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical | |
| | Proposal, apply the relevant unit price included in the Financial | |
| | Proposal to the corrected quantity, and correct the total | |
| | Proposal cost. | |
| 25. Taxes | 25.1 The Procuring Agency's evaluation of the Consultant's | |
| | Financial Proposal shall exclude taxes and duties in the in | |
| | accordance with the instructions in the Data Sheet . | |
| 26. Conversion to | 26.1 For the evaluation purposes, prices shall be converted to a | |
| Single | single currency using the selling rates of exchange, source and | |
| Currency | date indicated in the Data Sheet . | |
| 27. Combined | | |
| Quality & Cost Evaluation | | |
| a. Quality- and | 27.1 In the case of QCBS, the total score is calculated by weighting | |
| Cost-Based | the technical and financial scores and adding them as per the | |
| Selection | formula and instructions in the Data Sheet. The Consultant | |
| (QCBS) | achieving the highest combined technical and financial score | |
| | will be invited for negotiations. | |
| b. Fixed-Budget | 27.2 In the case of FBS, those Proposals that exceed the budget | |
| Selection (FBS) | indicated in Clause 14.1.4 of the Data Sheet shall be rejected. | |
| | 27.3 The Procuring Agency will select the Consultant that submitted | |
| | the highest-ranked Technical Proposal that does not exceed | |
| | the budget indicated in the RFP, and invite such Consultant to | |
| Least-Cost | negotiate the Contract. 27.4 In the case of Least-Cost Selection (LCS), the Procuring | |
| Selection | Agency will select the Consultant with the lowest evaluated | |
| | total price among those consultants that achieved the | |
| | minimum technical score, and invite such Consultant to | |
| | negotiate the Contract. | |
| | D. Negotiations and Award | |
| 28. Negotiations | 28.1 The negotiations will be held at the date and address indicated | |
| | in the Data Sheet with the Consultant's representative(s) who | |
| | must have written power of attorney to negotiate and sign a | |
| | Contract on behalf of the Consultant. | |

| | 20.0 | The Procuring Agency shall prepare minutes of negotiations | | | | |
|-----------------------------------|---|---|--|--|--|--|
| | 20.2 | that are signed by the Procuring Agency and the Consultant's authorized representative. | | | | |
| a. Availability of Key Experts | | | | | | |
| | 28.4 | the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. | | | | |
| b. Technical | 28.5 | The negotiations include discussions of the Terms of | | | | |
| negotiations | | Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. | | | | |
| c. Financial | Financial 28.6 There shall be no financial negotiations, however, it ma | | | | | |
| Negotiations | | include only the clarification of the Consultant's tax liability and how it should be reflected in the Contract. | | | | |
| 29. Conclusion of Negotiations | 0 | | | | | |
| Negotiations | | Agency and the Consultant's authorized representative. | | | | |
| | 29.2 | If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations. | | | | |
| 30. Award of Contract | 30.1 | Subject to ITC 29, the Procuring Agency will award the Contract to the Consultant whose Proposal has been | | | | |
| Contract | | determined to be substantially responsive to the RFP Documents and who has been declared as Most | | | | |

| F | 1 | |
|---------------|-------|---|
| | | Advantageous Consultant, provided that such Consultant has |
| | | been determined to be: |
| | a) | eligible in accordance with the provisions of ITC 6; |
| | b) | is determined to be qualified to perform the Contract |
| | | satisfactorily; and |
| | c) | Successful negotiations have been concluded, if any. |
| 31. Grievance | 31.1 | Procuring agency shall constitute a Grievance Redressal |
| Redressal | 0111 | Committee (GRC) comprising of odd number of person with |
| Mechanism | | proper power and authorization to address the complaint. The |
| | | GRC shall not have any of the members of Procurement |
| | | Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement. |
| | 31.2 | Any party can file its written complaint against the eligibility |
| | | parameters or any other terms and conditions prescribed in the |
| | | prequalification or bidding documents found contrary to |
| | | provision of Procurement Regulatory Framework, and the |
| | | same shall be addressed by the GRC well before the bid |
| | | submission deadline. |
| | 31 3 | Any Bidder feeling aggrieved by any act of the procuring |
| | 01.0 | agency after the submission of his bid may lodge a written |
| | | complaint concerning his grievances not later than seven of the |
| | | |
| | | announcement of technical evaluation report and five days |
| | 04.4 | after issuance of final evaluation report. |
| | 31.4 | In case, the complaint is filed against the technical evaluation |
| | | report, the GRC shall suspend the procurement proceedings. |
| | 31.5 | In case, the complaint is filed after the issuance of the final |
| | | evaluation report, the complainant cannot raise any objection |
| | | on technical evaluation of the report: |
| | | Provided that the complainant may raise the objection on any |
| | | part of the final evaluation report in case where single stage |
| | | one envelop bidding procedure is adopted. |
| | 31.6 | The GRC, in both the cases shall investigate and decide upon |
| | | the complaint within ten days of its receipt. |
| | 31.7 | Any bidder or the procuring agency not satisfied with the |
| | | decision of the GRC may file Appeal before the Appellate |
| | | Committee of the Authority on prescribed format after |
| | | depositing the fee as prescribed in "Redressal of Grievance |
| | | Regulations, 2021". |
| | 31.8 | The Committee, upon receipt of the Appeal against the |
| | | decision of the GRC complete in all respect shall serve notices |
| | 1 | in writing upon all the parties to Appeal. |
| | 31.9 | The committee shall call the record from the concerned |
| | | procuring agency or the GRC as the case may be, and the |
| | | same shall be provided within prescribed time. |
| | 21 10 | The committee may after examination of the relevant record |
| | 31.10 | - |
| | | and hearing all the concerned parties, shall decide the |
| | | complaint within fifteen (15) days of receipt of the Appeal. |

| | 31 11 | The decision of the Committee shall be in writing and shall be |
|------------------|-------|--|
| | 01.11 | signed by the Head and each Member of the Committee. The |
| | | decision of the committee shall be final. |
| 32. Mechanism of | 32.1 | The Procuring Agency shall bar for not more than the time |
| Blacklisting | 02.1 | prescribed in Rule-19 of the Public Procurement Rules 2004, |
| g | | from participating in their respective procurement proceedings, |
| | | bidder or contractor who either: |
| | | i. Involved in corrupt and fraudulent practices as defined in |
| | | Rule-2 of Public Procurement Rules; |
| | | ii. Fails to perform his contractual obligations; & fails to |
| | | iii. abide by the bid securing declaration; |
| | 32.2 | The show cause notice shall contain: (a) precise allegation, |
| | 32.2 | |
| | | against the bidder or contractor; (b) the maximum period for |
| | | which the Procuring Agency proposes to debar the bidder or |
| | | contractor from participating in any public procurement of the |
| | | Procuring Agency; and (c) the statement, if needed, about the |
| | | intention of the Procuring Agency to make a request to the |
| | | Authority for debarring the bidder or contractor from |
| | | participating in public procurements of all the procuring |
| | 00.0 | agencies. |
| | 32.3 | The procuring agency shall give minimum of seven days to the |
| | | bidder or contractor for submission of written reply of the show |
| | 00.4 | cause notice |
| | 32.4 | In case, the bidder or contractor fails to submit written reply |
| | | within the requisite time, the Procuring Agency may issue |
| | | notice for personal hearing to the bidder or contractor/ |
| | | authorize representative of the bidder or contractor and the |
| | | procuring agency shall decide the matter on the basis of |
| | 00 5 | available record and personal hearing, if availed. |
| | 32.5 | In case the bidder or contractor submits written reply of the |
| | | show cause notice, the Procuring Agency may decide to file |
| | | the matter or direct issuance of a notice to the bidder or |
| | | contractor for personal hearing. |
| | 32.6 | |
| | | bidder or contractor for appearance before the specified officer |
| | | of the Procuring Agency for personal hearing. The specified |
| | | officer shall decide the matter on the basis of the available |
| | | record and personal hearing of the bidder or contractor, if |
| | | availed. |
| | 32.7 | The procuring Agency shall decide the matter within fifteen |
| | | days from the date of personal hearing unless the personal |
| | | hearing is adjourned to a next date and in such an eventuality, |
| | | the period of personal hearing shall be reckoned from the last |
| | | date of personal hearing. |
| | 32.8 | 5 5 , |
| | | contractor the order of debarring the bidder or contractor from |
| | | participating in any public procurement with a statement that |

| [] | the bidder or contractor may, within thirty days, prefer a |
|-------|---|
| | representation against the order before the Authority. |
| | Such blacklisting or barring action shall be communicated by |
| | the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such |
| | action. The same shall be publicized by the Authority after |
| | examining the record whether the procedure defined in |
| | blacklisting and debarment mechanism has been adhered to |
| | by the procuring agency. |
| 32.10 | The bidder may file the review petition before the Review |
| | Petition Committee Authority within thirty days of |
| | communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with |
| | "Procedure of filing and disposal of review petition under Rule- |
| | 19(3) Regulations, 2021". The Committee shall evaluate the |
| | case and decide within ninety days of filing of review petition. |
| 32.11 | The committee shall serve a notice in writing upon all |
| | respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached |
| | documents of the review petition including the decision of the |
| | procuring agency. The parties may file written statements |
| | along with essential documents in support of their contentions. |
| | The Committee may pass such order on the representation |
| | may deem fit. |
| 32.12 | The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in |
| | any public procurement process of all or some of the procuring |
| | agencies for such period as the deemed appropriate or acquit |
| | the bidder from the allegations. The decision of the Authority |
| | shall be final. |

PROPOSAL DATA SHEET

| A. General | | | | |
|-------------------------|--|--|--|--|
| ITC Clause Reference | | | | |
| 2.1 | Name of the Procuring Agency: PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PVT.) LTD. | | | |
| | Method of selection: <u>"Quality and Cost Based Selection (QCBS)"</u> | | | |
| | Technical and Financial Proposal are to be submitted by electronic means, and in separate envelope as per the Single Stage Two Envelop Bidding Procedure | | | |
| 2.2 | The name of the assignment is: Consultancy services to identify Industrial sectors with high export potential and prepare an actionable plan including specific interventions to enhance their competitiveness | | | |
| | A pre-bid meeting / conference will be held: Date of pre-bid conference/meeting: 13 th January 2025 Time: <u>11:00 a.m.</u> | | | |
| 2.2 | Address: PIDC House, 5 th floor, Constitution Avenue F-5, Islamabad Contact: <u>+92-51-9201271, +92-51-9211914</u> E-mail: <u>jawad.imtiaz@pidc.com.pk</u> Contact person/conference coordinator: Jawad Imtiaz Zoom Link: will be provided on request | | | |
| 2.3 | The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Pre-Bid Meeting Minutes | | | |
| 4.1 | Not Applicable | | | |
| 6.3.1 | The debarred firms and individuals as mentioned at the PPRA website (<u>https://ppra.org.pk/</u>) will be rejected before evaluation. | | | |
| | B. Preparation of Proposals | | | |
| 9.1 | The language of the Bid is <i>English</i> <u>All submissions and correspondence shall be in English Language.</u> The proposals prepared by the Bidder and all correspondence and documents relating to the proposals, exchanged by the Bidder shall be written in the English language, provided that any printed literature furnished by the Bidder may be | | | |

| | written in another language so long as accompanied by a notarized English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern. |
|------|---|
| | Note: Proposal shall be uploaded and submitted on or before the dead line of submission. Submission through PPRA EPADS is mandatory. Manual proposal of only those participants will be accepted who submit their bids through PPRA EPADS. |
| | The Proposal shall comprise the following: The Proposal shall comprise the requisite documents and forms provided in RFP |
| | TECHNICAL PROPOSAL Consultant(s) need to upload a scanned document on EPADS and submit original technical proposal on below-mentioned address (clause 17.7). The Proposal shall be signed and stamped. The scanned document shall be made from the signed original. If there are discrepancies between the hard copy (original) and the scanned document, the document on EPADS shall prevail. |
| 10.1 | The original document of the Technical Proposal shall be placed inside a sealed envelope clearly marked "TECHNICAL PROPOSAL", name of the assignment, name and address of the Consultant. |
| | FINANCIAL PROPOSAL Consultant(s) need to upload a scanned document on EPADS and submit original financial proposal on below-mentioned address (clause 17.7). The Proposal shall be signed and stamped. The scanned document shall be made from the signed original. If there are discrepancies between the hard copy (original) and the scanned document, the document on EPADS shall prevail. |
| | The original document of the Financial Proposal shall be placed inside a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." |
| | The proposals (technical and Financial) will be submitted on PPRA EPADS on single stage two envelope method. For manual submission of original documents, the sealed envelopes containing Technical & Financial Proposals, and original bid security; shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment, Consultant's name and the address. |
| 12.1 | Proposals shall be valid for 90 days from the date of opening of Technical Proposal. |

| 12.1 | The proposals should be accompanied by a bid security (refundable) amounting to PKR. 100,000/- in shape of either pay order / demand draft in favor of the Pakistan Industrial Development Corporation. (Pvt.) Ltd. Scanned copy of Bid Security shall be submitted along with the technical proposal on EPADS; however, the original bid security shall be submitted to PIDC along with original hardcopy of proposal on the address given below in clause 17.7 before the deadline of submission. |
|------|--|
| 13.1 | Clarifications may be requested no later than 10 days prior to the submission deadline. The contact information for requesting clarifications is: Contact: <u>+92-51-9201271, +92-51-9211914</u> Address: <u>PIDC House, 5th floor, Constitution Avenue F-5, Islamabad</u> E-mail: <u>jawad.imtiaz@pidc.com.pk</u> Contact person: <u>Jawad Imtiaz</u> |
| 14.1 | Estimated time of key experts will be calculated by consulting firm as per the project requirement as the financial proposal is requested on lumpsum basis. |
| 15.2 | The Technical Proposal shall be comprising of data required in the evaluation/selection criteria and forms as mentioned in Section 4 & 5 (excluding financial proposal forms where cost mention therein) The electronic submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| 16.1 | a. The Financial proposal shall be based on form 4 & 5 and deemed to be inclusive of all expenses, applicable taxes and duties.b. Any proposal containing alternate/ conditional Bid will be rejected. |
| 16.2 | No price adjustment provision will be applicable. |
| 16.3 | The cost of Stamp Duty on Contract Agreement is also deemed to be included in the Contract Price |
| 16.4 | The currency of contract will be Pak Rupees. |
| | C. Submission, Opening and Evaluation |
| 17.1 | The process of e-Procurement will be carried out for this tender, the consultancy organizations must register with PPRA for e-procurement on EPADS (<u>https://eprocure.gov.pk</u>). |

| | The electronic Proposals (signed & stamped Technical & Financial), prepared in accordance with the instructions provided in the RFP, must be submitted through EPADS on or before the submission date & time. | | | |
|------------------|---|--|--|--|
| 17.4 | a. The electronic submission will be considered for procurement process.b. The Consultant will also provide original document of technical proposal and financial proposal manually as per clause 10.1 at below-mentioned address. | | | |
| | The Proposals must be submitted no later than: Date: 27 th January, 2025 Time: 11:00 a.m. | | | |
| 17.7 and 17.9 | Jawad Imtiaz Manager Regional Office (Islamabad) Pakistan Industrial Development Corporation (PIDC) PIDC House, 5 th floor, Constitution Avenue F-5, Islamabad Tel: +92-51-9201271, +92-51-9211914 Email: jawad.imtiaz@pidc.com.pk, Web: www.pidc.com.pk | | | |
| | For e-submission through <u>https://eprocure.gov.pk</u> , please follow a link for guidance <u>https://www.ppra.org.pk/epads/mann.asp</u> | | | |
| | An online option of the opening of the Technical Proposals is offered: through EPADS | | | |
| 19.4 and 19.5 | The opening shall take place through EPADS at: Same as the Proposal submission address Date: 27 th January, 2025 Time: 11:30 a.m. | | | |
| 21.1 | The Eligibility/ Qualification criteria is mentioned in the Section 4 of this RFP | | | |
| 22.1 | Not Applicable | | | |
| 23.1 | An online option of the opening of the Financial Proposals is offered: through EPADS | | | |
| 25.1 | The Financial proposal shall be based on form 4 & 5 and deemed to be inclusive of all expenses, applicable taxes and duties. The cost of Stamp Duty on Contract Agreement will also deem to be included in the Contract Price | | | |

| 27.1 | The formula for determining the financial score is the following: | | | | | |
|------|---|--|--|--|--|--|
| | $S_f = 100 F_m / F$ | | | | | |
| | Where: | | | | | |
| | S _f = Financial score | | | | | |
| | $F_m =$ is the lowest price | | | | | |
| | F = The price of the proposal under consideration. | | | | | |
| | The lowest evaluated Financial Proposal (F_m) is given the maximum financial score (S_f) of 100. | | | | | |
| | The weights given to the Technical and Financial proposals are as under: Technical Proposal $(T) = 80\%$ Financial Proposal $(P) = 20\%$ | | | | | |
| | Quality cum cost-based selection (QCBS) will be followed according to their combined technical (S _t) and financial (S _f) scores using the weights (T- the weight given to the technical proposal, P = the weight given to the financial proposal; and T+P = 1. $S = S_t \times T \% + S_f \times P \%$ | | | | | |
| | D. Negotiations and Award | | | | | |
| 28.1 | Will be communicated later | | | | | |
| 30.1 | The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: PPRA website The publication will be done as per PPRA Rules. | | | | | |
| 30.2 | Will be communicated to the successful bidder | | | | | |

Section 3 <u>TERMS OF REFERENCE (TORs) / SCOPE OF WORK</u>

Background:

The Pakistan Industrial Development Corporation (PIDC) aims to support the productivity, quality, product diversity, and competitiveness of Pakistan's high potential and promising industrial sectors, with a focus on export-oriented industries. To achieve this, PIDC seeks to identify both existing and unexplored industrial sectors with significant global demand, where targeted government intervention can significantly enhance their growth, local value addition, and export competitiveness.

Objective:

To prepare evidence-based long and short lists of high-potential and promising industrial sectors in Pakistan. The goal is to identify sectors where government intervention can enhance productivity, quality, product diversity, and competitiveness, especially for export-oriented industries. This includes both established and unexplored sectors with high global demand.

Qualification Criteria for the Consultant:

PIDC is looking for the following expertise from the consulting firm.

- a) Proven and demonstrable experience in industrial sector analysis, policy development, and export strategy.
- b) Strong understanding of Pakistan's industrial landscape and global market trends.
- c) Demonstrated ability to propose actionable solutions for infrastructure and workforce development.
- d) Experience in assessing technology and innovation needs for industrial sectors.
- e) Proven expertise in fostering public-private partnerships and developing collaboration models.
- f) Previous experience in conducting similar assignments for government or international organizations is preferred.

Experts Team Composition:

PIDC is looking for the following expertise from the key personnel of the consulting firm.

- 1. **Industrial Economists**: Experts with experience in industrial sector analysis and policy development.
- 2. **Market Analysts:** Professionals familiar with global market trends, competitiveness analysis, and export strategies.
- 3. **Policy Advisors:** Specialists who can recommend actionable policy interventions and have experience working with government entities.
- 4. **Infrastructure Experts:** Analysts who can evaluate infrastructure needs and propose practical solutions for industrial development.
- 5. **Industrial Engineers:** Experts knowledgeable in advanced technologies and latest innovations in various industrial sectors.

Scope of Work:

1. <u>Sector Identification and Listing:</u>

Develop evidence-based long and short lists of high-potential industrial sectors, including both existing and unexplored sectors. Identify sectors with significant

potential for enhanced productivity, quality, product diversity, local value addition, and global competitiveness.

2. Market and Competitiveness Analysis:

Analyze global demand trends, Pakistan's comparative advantages, and potential for growth in identified sectors. Benchmark these sectors against regional and global competitors to identify strengths and weaknesses.

3. Policy and Intervention Analysis:

Assess the current state of identified sectors, including existing government policies, infrastructure, and support mechanisms. Identify gaps and recommend areas for government intervention and support.

4. Stakeholder Engagement:

Engage with key stakeholders, including industry leaders, government bodies, trade associations, and academia, to gather insights and validate findings.

5. <u>Recommendations and Roadmap:</u>

Provide detailed recommendations for government policies and initiatives to support the identified sectors. Develop a strategic roadmap with short-term and long-term priorities to enhance sectoral growth and competitiveness.

6. Proposals for Common Facility Centers (CFCs):

Identify sectoral clusters where the establishment of Common Facility Centers can address critical infrastructure gaps and enhance productivity, quality, and competitiveness. Propose specific facilities, equipment, and services to be included in these centers.

7. Assessment of Workforce Development Needs:

Analyze the workforce and skill development requirements for the identified sectors. Recommend targeted training programs and collaborations with educational and technical institutions to address skill gaps.

8. Innovation and Technology Integration:

Evaluate opportunities for integrating advanced technologies and innovation within the identified sectors. Propose measures to promote R&D, adoption of new technologies, and collaboration with global players.

9. Identification of Private Sector Partners:

Identify potential private sector partners within the targeted industries who can collaborate in setting up model units under a Public-Private Partnership (PPP) mode. These model units may serve as demonstration projects to showcase best practices, advanced technologies, and enhanced production methods.

Deliverables:

Consultant will be responsible to provide soft (editable) copies along with the coloured hard copies (03 sets);

1. **Inception Report:** Detailed methodology, work plan, and timeline within two weeks of contract start.

- 2. Long List of Sectors: Comprehensive list of high-potential sectors with detailed analysis and justification.
- 3. **Short List of Sectors:** Prioritized list of the most promising sectors, including a deep dive into their growth potential and requirements for government support along with details action plan.
- 4. **Recommendations Report:** Evidence-based policy recommendations and proposed interventions for identified sectors.
- 5. **Proposals for Common Facility Centers (CFCs):** Detailed plans for establishing CFCs in key clusters, including rationale, scope, and expected outcomes.
- 6. **Strategic Roadmap:** A phased plan for implementing interventions with clear timelines, priorities, and KPIs.
- 7. **Workforce Development Plan:** Recommendations for skill development programs and industry-academia collaboration.
- 8. **Technology and Innovation Strategy:** Proposals for promoting technology integration and fostering innovation.
- 9. **Private Sector Partnership Possibilities:** Identification of private sector partners and a detailed plan for setting up model units in collaboration with the government.

Phased Study

The study will be conducted in two distinct phases, with tasks to be carried out sequentially.

Phase I: Preparation of Evidence-Based Long List

This phase involves developing an evidence-based comprehensive long list of high-potential industrial sectors in Pakistan. The consultant will analyze global demand trends, Pakistan's comparative advantages, and other key factors to identify sectors with potential for enhanced productivity, quality, and competitiveness.

Phase II: Short List of 05 Sectors with Detailed Action Plan

In this phase, the consultant will refine the long list to create a short list of approximately five promising sectors. A detailed action plan for each shortlisted sector will be developed, outlining specific interventions, policy recommendations, and strategic initiatives to unlock their growth potential.

<u>Note</u>: PIDC reserves the right to conclude the study after First Phase based on the outcomes and findings. The continuation to Phase II will be contingent upon the acceptance and approval of Phase I deliverables.

Reporting:

- i. The Consultant will report to the PIDC's designated project lead and submit the deliverables for review and approval to him.
- ii. The Consultant will submit 2 sets of monthly progress report.
- iii. Presentation on final report(s).

Timeline:

Total time period for overall scope of work is 6 months from commencement of services.

PAYMENT:

The payments will be made through cross-cheque to the consultant(s) on the completion and submission of deliverables after deducting applicable government taxes. The Consultant shall submit the invoice only after the approval by the Client.

Section 4

ELIGIBILITY/ QUALIFICATION CRITERIA

Consultancy firms should provide documentary proofs (where applicable) against below requested information:

1. Eligibility/ Mandatory Criteria

- Submission of proposal through PPRA EPADS is mandatory. Hard copy/ Manual proposal of only those participants will be accepted who submit their bids through PPRA EPADS.
- Affidavit confirming that the firm has not been Blacklisted by any Government organization.
- Details of organizational structure along with profiles of key team members.
- Details of successfully completed studies.

Note: In case of JV, Consortium or any sort of Partnership; All members must meet above requirement.

2. Qualification/ Selection Criteria

To qualify, applicant must score an aggregate 70 marks out of 100. The weightage / marks for different categories will be followed as per table given below:

| S. No. | Category | Max. Marks |
|--------|--------------------------------|------------|
| A | Profile of Firm | 10 |
| В | General Experience | 15 |
| C | Relevant Experience | 30 |
| D | Personnel Capabilities | 30 |
| E | Methodology & Project Schedule | 10 |
| F | Financial Soundness | 5 |

Note:

- Documentary proof of project completion/ in-hand issued by the relevant Clients required.
- Copies of Educational certificates and CVs of Key Personnel should be provided.
- The marks on the methodology and schedule will be given fairly at the sole discretion of Client / Evaluation Committee in the PIDC's interest, an objection from any bidder will not be acceptable.

| S. No. | | | Criteria | | Max | . Marks |
|--------------------|--|---------------------------------|--|---------------------|------|------------|
| Α | Profile of Firr | n | | | | 10 |
| A1 | Ownership and Organizational Structure of the firms including year of establishment and office setup (attach copy of incorporation certificate / registration) • 3 to 5 years (03 marks) | | | | | 10 |
| | | | dditional 04 marks) | | | |
| | | | ove (additional 03 marks) | | | |
| В | with final settle (For On-going | d project ement) projects | s - Provide Completion Certificate/ Contract since 2024 only – Provide Performance cert vith latest communication) | U | | 15 |
| B1 | | | provided in carrying out high quality res s (5 marks for each project) | search | | 15 |
| С | Relevant Experience For Completed projects - Provide Completion Certificate/ Contract along with final settlement) (For On-going projects since 2024 only – Provide Performance certificate/ Letter of Award alongwith latest communication) | | | | | 30 |
| C1 | Successful co (10 marks for | • | of similar nature project / research in last 10 oject) | years | 20 | |
| C2 | Similar nature | project / | research in-hand | | 10 | |
| D | Personnel Ca | apabilitie | 9S | | 30 | Mark |
| Key | Personnel | Nos. | Min. Qualification | Min. Experience | | Marks |
| - | Manager / ial Policy r | 1 | Ph.D./ Master of Business Administration/ Project Management/ Economics/ Public Policy/ Statistics/ Engineering or related field | 15 y | ears | 07 |
| | esearcher / ial Economist | 1 | Ph.D. /Master's degree in Economics/Public Policy/Statistics or related field | : | | 05 |
| Market Infrastr | Senior Researcher / Market Analyst / Infrastructure & Industrial Experts | | Master's degree in Economics/ Public Policy/ Statistics/ Engineering or related field | | | 03 Each |
| Resea | ch Assistant | 3 | Bachelor's degree in Economics/ Public Policy/ Statistics or related field | 05 years 02 Eacl | | 02 Each |
| Outrea | ch Officer | 1 | Bachelor's Degree or equivalent | 05 y | | 02 |
| Field C | Field Officers 2 Bachelor's Degree or equivalent 05 ye | | ears | 02 Each | | |
| E | Methodology and Schedule | | | | | 10 |
| E1 | Consultant has to submit their proposed approach, working methodology and timeline in accordance with TORs | | | dology | | 10 |
| F | Financial Soundness | | | | | 05 |
| F1 | Average Annual Consultancy Turnover (last 3 years audited account) 0.05 marks per million PKR Note: In case of JV/ Consortium/ Partnership: All partners shall have average annual turnover of atleast 50 million PKR individually. However, marking will be done jointly. | | | | | 05 |

Section 5

Submission Form

This part of the RFP contains the following submission forms;

- Form 1: Information Form
- Form 2: Experience of Consultants
- Form 3: Format of Curriculum Vitae of Proposed Key Staff
- Form 4: Financial Proposal Submission Form
- Form 5: Summary of Cost

INFORMATION FORM

| ne No(s): ddress: |
|--|
| on of consulting firm (ownership/organization): |
| ce (Number of Years): ional: onal: |
| and Address (es) if a JV; their short description and description of their role in the JV is to be attached at stamp paper): |
| ce of the Consultants (on appended forms): (Form-2) |
| (Projects related to industrial infrastructure development works): |
| |

- 6. Attach Organization chart showing Consultant's structure:
- 7. Attach Professional staff available for the assignment on the appended (From-3) format for positions mentioned hereinabove.
- 8. Additional information:

Yours truly, Name of Authorized Representative: Position : Date :

EXPERIENCE OF CONSULTANT

Relevant services carried out in the past which best illustrate qualification.

[NAME OF THE FIRM/ CONSULTANT]

| 1. | Name of Assignment | : | |
|-----|--|---|----------------|
| 2. | Country | : | |
| 3. | Name of Client | : | |
| 4. | Address | : | |
| 5. | Start Date | : | (Month / Year) |
| 6. | Completion Date | : | (Month / Year) |
| 7. | No. of Staff | : | |
| 8. | Approx.: Value of Services | : | |
| 9. | Name of Other JV Firms (If any) | : | |
| 10. | No. of Staff / Staff Months Provided by the JV partner(s) | : | |
| 11. | Name/Position of Key Staff | : | |
| 12. | Description of Project | : | |
| 13. | Description of Services Provided by the Firm | : | |

FORMAT OF CURRICULUM VITAE OF PROPOSED KEY STAFF

- 1. Name of Personnel:
- 2. Current Position in the Firm:
- 3. Existence in the firm: (Month / Year)
- 4. Date of Birth:
- 5. Nationality:
- 6. CNIC No (if Pakistani) or Passport No:
- 7. Education:

| Degree | Major / Minor | Institution | Date (Month/Year) |
|--------|---------------|-------------|-------------------|
| | | | |

- 8. Membership of Professional Associations:
- 9. Other Training [Indicate significant training since degrees under 6 Education were obtained]:
- 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):

| 0 | , U U | | / |
|--------|----------|-------------------|-----------------|
| Client | Position | From (Month/Year) | To (Month/Year) |
| | | | |

11. Detail of Work Undertaken

| Name of assignment or project: | |
|----------------------------------|------------------------|
| Cost of Project: | Location: |
| Date of Start: | Date of Completion: |
| Client | Main project features: |
| Positions held: | Activities performed: |
| Actual time spent on the project | |

12. Certification:

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

Date: _

[Signature of the proposed staff] Day/Month/Year Date: _

[Counter Signature of authorized signatory] Day/Month/Year

FINANCIAL PROPOSAL SUBMISSION FORM

(Should be attached with Financial Proposal only)

[Location, Date]

To Name of Procuring Agency Address of Procuring Agency

We, the undersigned, offer to provide the consultancy services for "[*insert title of an assignment*]" in accordance with your request for Proposal dated [*date*], and our Technical Proposal.

Our attached financial proposal is for the sum [Amount in words and figures] inclusive of all applicable taxes.

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., **90 days.**

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

Yours sincerely,

Authorized Signature: Name and Title of Signatory: Name of Firm: Address:

SUMMARY OF COSTS

(Should be attached with Financial Proposal only)

The consulting firm is required to provide the quotations based on breakup of deliverables:

| S. No. | Description of Major Scope | LUMPSUM FEES | | |
|--------|----------------------------|--------------|--|--|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | | | | |
| | Total (in words) | | | |
| | Total (in figures) | | | |
| | | | | |

Note:

- 1. The fee should be inclusive of all expenses, applicable taxes and duties.
- 2. The consultants are advised to submit further breakup of cost against each major activity mentioned above separately.

(Any proposal containing alternate/ conditional bid will be rejected)

Section 6 DRAFT CONTRACT AGREEMENT

CONTRACT FOR CONSULTANCY SERVICES

Between

Pakistan Development Industrial Corporation (Pvt.) Ltd

And

(Name of the Consultant)

То

IDENTIFY INDUSTRIAL SECTORS WITH HIGH EXPORT POTENTIAL AND PREPARE AN ACTIONABLE PLAN INCLUDING SPECIFIC INTERVENTIONS TO ENHANCE THEIR COMPETITIVENESS

_____, 2025

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| ARTICLE 4 | : | MODE OF OPERATION4.1 Obligations of the Consultant4.2 Obligations of the Client |
| ARTICLE 5 | : | REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT |
| ARTICLE 6 | : | ADDITIONAL SERVICES |
| ARTICLE 7 | : | TERMINATION 7.1 End of Services 7.2 Termination by the Client 7.3 Termination by the Consultant |
| ARTICLE 8 | : | FORCE MAJEURE |
| ARTICLE 9 | : | RESOLUTION OF DISPUTES |
| ARTICLE 10 | : | APPLICABLE LAWS |
| ARTICLE 11 | : | CONTRACT AMENDMENT |
| ARTICLE 12 | : | NOTICES |
| APPENDICES | | |
| APPENDIX A | : | THE PROJECT & SCOPE OF SERVICES |
| APPENDIX B | : | TIME SCHEDULE |
| APPENDIX C | : | REMUNERATION FOR SERVICES & SCHEDULE OF PAYMENT |
| APPENDIX D | : | SPECIAL CONDITIONS |

THIS AGREEMENT, together with APPENDICES A to D which constitute an integral part thereof (herein referred to as the Agreement), is entered into on this ____ day of _____ (month), 2023.

between

PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PVT.) Ltd. [PIDC], having their Head Office address at PIDC House, 2nd floor, Dr. Ziauddin Road, Karachi (herein referred to as the "Client") of the first part;

| | and | | | | | |
|------------------------------------|-----|--------|--------|--------------|----|----|
| | | having | office | address | | at |
| | | | (hei | ein referred | to | as |
| "Consultant"), of the second part. | | | | | | |

.

The Parties hereto agree as under: -

1. ARTICLE 1: THE PROJECT

The Project for which Services are required to be performed under this Agreement is described in the attached Appendix A.

2. ARTICLE 2: SCOPE OF SERVICES

The scope of consultancy and other professional services (herein referred to as "Services") to be performed by the Consultant for the Project under this Agreement are described in the attached Appendix A.

3. ARTICLE 3: TIME SCHEDULE

3.1 Effective Date of Commencement

Effective Date of Commencement of Services shall be as defined in the attached Appendix-B.

3.2 Time Schedule of Services

The time schedule of Services is given in the attached Appendix B.

3.3 Extension of Time

Extension of Time for completion of Services and the terms and conditions thereof shall be mutually agreed between the Client and the Consultant as and when required.

4. ARTICLE 4: MODE OF OPERATION

4.1 **Obligations of the Consultant**

- The Consultant shall perform Services as an independent consultant in accordance with recognized international standards, applicable laws and regulations.
- The Consultant shall appoint a Project Manager named in Appendix D who shall represent the Consultant for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services thereunder. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Consultant.
- The Consultant shall carry out the Services with due diligence and efficiency and in conformity with sound practices.
- The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic practices.
- The Consultant shall furnish the Client such information relating to the Services as the Client may from time-to-time reasonably request.
- Except with the prior written approval of the Client, the Consultant shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent consultant or sub-contractor to perform any part of the Services.

- The Consultant agrees that no proprietary and confidential information received by the Consultant from the Client shall be disclosed to a third party unless the Consultant receives written permission from the Client to do so.

4.2 **Obligations of the Client**

The Client shall provide to the Consultant:

- All necessary data/documents/reports (if available), that may be required by the Consultant for performing the Services within the Time Schedule given in Appendix B.
- The Client shall designate a person named in Appendix D to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Project Manager of the Consultant.
- The Client shall take all necessary measures to make timely payments to the Consultant as stipulated in Article 5, hereof.

5. ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

The remuneration for Services rendered by the Consultant and the mode of payment shall be as described in the attached Appendix-C.

6. ARTICLE 6: ADDITIONAL SERVICES

The Client may ask the Consultant to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultant shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.

7. ARTICLE 7: TERMINATION

7.1 End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.

7.2 **Termination by the Client**

The Client may, by a written notice of thirty (30) days to the Consultant, terminate this Agreement. All accounts between the Client and the Consultant shall be settled not later than sixty (60) days of the date of such termination.

7.3 Termination by the Consultant

The Consultant may suspend the Agreement by a written notice of thirty (30) days only if the Consultant does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the Consultant after thirty (30) days of notice of suspension, the Consultant may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the Consultant under such circumstances, the Client shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the Consultant.

8. ARTICLE 8: FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

9. ARTICLE 9: RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Pakistan as given in Appendix D, Special Conditions.

10. ARTICLE 10: APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at the location indicated in Appendix D, Special Conditions shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

11. ARTICLE 11: CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

12. **ARTICLE 12: NOTICES**

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

| | To: | The Client | | | |
|--|---------|--|--|--|--|
| | To: | The Consultant | Project Manager, | | |
| | | address as either of effective when delive | these Parties shall designate by notice given as required herein. red. | | |
| | | | s have executed this Agreement, in two (2) identical counterparts, ginal, as of the day, month and year first above written. | | |
| FOR AND ON BEHALF OF (The Consultant) | | - | FOR AND ON BEHALF OF (The Client) | | |
| Signed b | oy: | | Signed by: | | |
| Designa | tion: | | Designation: | | |
| (Seal) | | | (Seal) | | |
| | | | | | |
| Witness | (Consul | tant): | Witness (Client): | | |
| Signed b | oy: | | Signed by: | | |
| Designa | tion: | | Designation: | | |

THE PROJECT & SCOPE OF SERVICES

A-1 THE PROJECT

Consultancy services to identify Industrial sectors with high export potential and prepare an actionable plan including specific interventions to enhance their competitiveness

A-2 SCOPE OF SERVICES

Background:

The Pakistan Industrial Development Corporation (PIDC) aims to support the productivity, quality, product diversity, and competitiveness of Pakistan's high potential and promising industrial sectors, with a focus on export-oriented industries. To achieve this, PIDC seeks to identify both existing and unexplored industrial sectors with significant global demand, where targeted government intervention can significantly enhance their growth, local value addition, and export competitiveness.

Objective:

To prepare evidence-based long and short lists of high-potential and promising industrial sectors in Pakistan. The goal is to identify sectors where government intervention can enhance productivity, quality, product diversity, and competitiveness, especially for export-oriented industries. This includes both established and unexplored sectors with high global demand.

Qualification Criteria for the Consultant:

PIDC is looking for the following expertise from the consulting firm.

- 1. Proven and demonstrable experience in industrial sector analysis, policy development, and export strategy.
- 2. Strong understanding of Pakistan's industrial landscape and global market trends.
- 3. Demonstrated ability to propose actionable solutions for infrastructure and workforce development.
- 4. Experience in assessing technology and innovation needs for industrial sectors.
- 5. Proven expertise in fostering public-private partnerships and developing collaboration models.
- 6. Previous experience in conducting similar assignments for government or international organizations is preferred.

Experts Team Composition:

PIDC is looking for the following expertise from the key personnel of the consulting firm.

- 1. **Industrial Economists**: Experts with experience in industrial sector analysis and policy development.
- 2. **Market Analysts:** Professionals familiar with global market trends, competitiveness analysis, and export strategies.
- 3. **Policy Advisors:** Specialists who can recommend actionable policy interventions and have experience working with government entities.
- 4. **Infrastructure Experts:** Analysts who can evaluate infrastructure needs and propose practical solutions for industrial development.

5. **Industrial Engineers:** Experts knowledgeable in advanced technologies and latest innovations in various industrial sectors.

Scope of Work:

1. <u>Sector Identification and Listing:</u>

Develop evidence-based long and short lists of high-potential industrial sectors, including both existing and unexplored sectors. Identify sectors with significant potential for enhanced productivity, quality, product diversity, local value addition, and global competitiveness.

2. Market and Competitiveness Analysis:

Analyze global demand trends, Pakistan's comparative advantages, and potential for growth in identified sectors. Benchmark these sectors against regional and global competitors to identify strengths and weaknesses.

3. Policy and Intervention Analysis:

Assess the current state of identified sectors, including existing government policies, infrastructure, and support mechanisms. Identify gaps and recommend areas for government intervention and support.

4. <u>Stakeholder Engagement:</u>

Engage with key stakeholders, including industry leaders, government bodies, trade associations, and academia, to gather insights and validate findings.

5. <u>Recommendations and Roadmap:</u>

Provide detailed recommendations for government policies and initiatives to support the identified sectors. Develop a strategic roadmap with short-term and long-term priorities to enhance sectoral growth and competitiveness.

6. Proposals for Common Facility Centers (CFCs):

Identify sectoral clusters where the establishment of Common Facility Centers can address critical infrastructure gaps and enhance productivity, quality, and competitiveness. Propose specific facilities, equipment, and services to be included in these centers.

7. Assessment of Workforce Development Needs:

Analyze the workforce and skill development requirements for the identified sectors. Recommend targeted training programs and collaborations with educational and technical institutions to address skill gaps.

8. Innovation and Technology Integration:

Evaluate opportunities for integrating advanced technologies and innovation within the identified sectors. Propose measures to promote R&D, adoption of new technologies, and collaboration with global players.

9. Identification of Private Sector Partners:

Identify potential private sector partners within the targeted industries who can collaborate in setting up model units under a Public-Private Partnership (PPP) mode. These model units may serve as demonstration projects to showcase best practices, advanced technologies, and enhanced production methods.

Phased Study

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This phase involves developing an evidence-based comprehensive long list of high-potential industrial sectors in Pakistan. The consultant will analyze global demand trends, Pakistan's comparative advantages, and other key factors to identify sectors with potential for enhanced productivity, quality, and competitiveness.

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<u>Note</u>: PIDC reserves the right to conclude the study after First Phase based on the outcomes and findings. The continuation to Phase II will be contingent upon the acceptance and approval of Phase I deliverables.

A-3 DELIVERABLES

Consultant will be responsible to provide soft (editable) copies along with the coloured hard copies (03 sets);

- 1. **Inception Report:** Detailed methodology, work plan, and timeline within two weeks of contract start.
- 2. Long List of Sectors: Comprehensive list of high-potential sectors with detailed analysis and justification.
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- 8. **Technology and Innovation Strategy:** Proposals for promoting technology integration and fostering innovation.
- 9. **Private Sector Partnership Possibilities:** Identification of private sector partners and a detailed plan for setting up model units in collaboration with the government.

A-4 DATA/ DOCUMENTS/ REPORTS

- iv. The Consultant will report to the PIDC's designated project lead and submit the deliverables for review and approval to him.
- v. The Consultant will submit 2 sets of monthly progress report.
- vi. Presentation on final report(s).

TIME SCHEDULE

B-1 Effective Date of Commencement of Services.

The date on which this Agreement shall come into effect is the date when the Agreement is signed by both the parties.

B-2 Time Schedule of Services

Total time period for overall scope of work is 6 months from commencement of services.

- B-3 In case of extension, no additional payment (beyond the contract amount) to the Consultant will be admissible.
- B-4 The Consultant is liable to complete his assignment well within time. Any unjustified delay may result in the penalties/ withheld/ forfeiting of the remaining amount of the consultant by the Client.

REMUNERATION FOR SERVICES & SCHEDULE OF PAYMENT

C-1 Total Remuneration

Total remuneration is lumpsum amount as per below. This amount is inclusive of all applicable taxes, stamp duty and out of pocket expenses including, travelling and transportation cost, etc.

| S. No. | Description of Major Scope | LUMPSUM FEES | | |
|--------|----------------------------|--------------|--|--|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | | | | |
| | Total (in words) | | | |
| | Total (in figures) | | | |

C-2 Advance Payment

No advance payment is applicable for this job.

C-3 Schedule of Payments The payments will be made through cross-cheque to the consultant(s) on the completion and submission of deliverables after deducting applicable government taxes. The Consultant shall submit the invoice only after the approval by the Client.

- C-4 Delayed Payment None
- C-5 The cost of case of stamp duty on Contract Agreement is also deemed to be included in the Contract price.
- C-6 The Work/Report/Study against the TORs needs to be completed in full respect. The Consultant is liable legally and financially and will pay back the amount to the Client if work/report/study is done partially by the consultant against the TORs.
- C-7 Payment shall be made in Pak. Rupees, by submission of invoices. The payment will be made through cross-cheque to the consulting firm as per below deliverables within fourteen (14) days of submitting verified invoice to the Client

SPECIAL CONDITIONS

- D-1 PROJECT MANAGER OF THE CONSULTANT Name: Address: Cell #: Email:
- D-2 REPRESENTATIVE OF THE CLIENT Name: Address: Cell #: Email:
- D-3 VENUE OF ARBITRATION
 - 1. Initially a Representative of the Client and Project Manager of the Consultant will resolve any dispute arising out of or relating to the contract through negotiations and mutual consent.
 - 2. In case the dispute can't be resolved amicably, it shall be referred for Arbitration to the CEO of the client.
 - 3. Provisions of the Arbitration Act, 1940 shall apply to the arbitration proceedings and the venue of arbitration shall be Islamabad.
- D-4 LOCATION OF THE COURTS / VENUE FOR DISPUTE Islamabad

D-5 KEY PERSONNEL

| Key Personnel Quantity | | Min. Qualification | Min. Experience |
|---|---|--|--------------------|
| Project Manager/ Industrial Policy Advisor | 1 | Ph.D./ Master of Business Administration/ Project Management/ Economics/ Public Policy/ Statistics/ Engineering or related field | 15 years |
| Lead Researcher/ Industrial Economist | 1 | Ph.D. /Master's degree in Economics/Public Policy/Statistics or related field | 12 years |
| Senior Researcher/ Market Analyst/ Infrastructure & Industrial Experts | 2 | Master's degree in Economics/ Public Policy/ Statistics/ Engineering or related field | 10 years |
| Research Assistant | 3 | Bachelor's degree in Economics/ Public Policy/ Statistics or related field | 05 years |
| Outreach Officer | 1 | Bachelor's Degree or equivalent | 05 years |
| Field Officers | 2 | Bachelor's Degree or equivalent | 05 years |