No.3(24)Consultancy/Gen/BoI/2024 PRIME MINISTER'S OFFICE BOARD OF INVESTMENT

06th Floor, Kohsar Block, Pak Secretariat, Islamabad.

TENDER NOTICE

HIRING OF CONSULTANCY FIRM FOR PREPARATION & IMPLEMENTATION OF STRATEGY TO ATTRACT FDI IN PAKISTAN

Board of Investment intends to hire the services of reputed consultancy firm registered with the Sales Tax and Income Tax Department during FY-2024-25 for Preparation & Implementation of Strategy to Attract FDI in Pakistan.

Electronic RFP document, containing detailed requirements, terms and conditions is available on e-Pak Acquisition and Disposal System (EPADS) at (https://eprocure.gov.pk), PPRA (www.ppra.org.pk) and BOI's (https://invest.gov.pk/upcoming-tenders) websites.

The Electronic RFP (Proposals) shall only be received through EPADS on or before 27th February 2025 at 1400 hours PST. Copy of Proposals submitted electronically through EPADS shall be required manually also. The electronic EOI shall be opened on the same day through EPADS at 1430 hours PST. Call deposit of 5% of bid security should necessarily be attached with the technical bid.

- 3. Interested firms are requested to submit their proposals, which shall be valid for 90 days. Terms and conditions are as under:-
 - I. Income tax and other government taxes will be deducted at source as per rules.
 - II. GST number should be clearly written on the tender documents. The tenders without GST and Vendor number will not be entertained.
 - III. No tender will be accepted without **Call Deposit** of the quoted bid in the form of bank draft or pay order in favour of DDO (Accounts), BOI, Islamabad. Cheques will not be accepted in any case. The bids without call deposit will be rejected on the spot.
 - IV. The firms who quote the lowest rates will have no right to take back the call deposit or to reduce the same or to withdraw from the tender. Rates should be quoted in Pak Rupees. Price should not be linked with dollar or any other currency.
 - V. The tenders will be evaluated in the light of PPRA Rules, 2004 and amendments made thereunder from time to time.

(Zulfiqar Ali)
Director General (Policy & Reforms)

Tel #: 051-9206164







Request for Proposal

Hiring of Consultancy Firm for Preparation & Implementation of Strategy to Attract FDI in Pakistan





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Data Sheet

Bid Selection Method	One Stage- Two Envelopes: The method of selection shall be Quality and Cost Based Selection (QCBS) as per PPRA Rule 2004 and regulations made their under. Tender Notice is available under Tender link of following websites: https://invest.gov.pk and https://invest.gov.pk and https://invest.gov.pk .
Bid Security	The Consultant shall deposit a bid security in original Financial Proposal of an amount of 5% of bid security in in form of Pay Order / Financial Guarantee in favour of DDO/AO, BOI, which shall remain valid for a period of 90 days beyond the Bid Validity Period, in order to provide the Procuring Agency reasonable time to act, if the security is to be called. The Bid Security shall be made from a scheduled bank with a minimum credit rating of 'A-'.
Assignment / Deliverables	This Request for Proposal ("RFP") is issued by the Board of Investment, Government of Pakistan referred to below as "BOI". BOI is inviting sealed bids from reputed consultancy firms to prepare a strategy that aims to promote and attracting FDI in Pakistan. The main services to be provided by the Consultant is
	to prepare a thorough strategy and facilitate BOI in implementing the strategy in accordance with the scope of work at 2.4.1.
Contact Person	Director General (Policy & Reforms) Phone:051-9206164
Language	Proposals should be submitted in English language.
Currency	Prices should be in PKR.
Bid Validity Period	90 days from the Submission Deadline.
Taxes	The quoted price should include all applicable taxes
Procuring Agency	Board of Investment, Prime Minister's Office
Submission requirements	The Electronic EOI (Proposals) shall only be received through EPADS on or before 27 th February 2025 at 1400 hours PST. Copy of Proposals submitted electronically through EPADS shall be required





	manually also. The electronic EOI shall be opened on the same day through EPADS at 1430 hours PST.
	The Bidders must submit one (01) set of the technical and financial proposal in the BOI office.
	A Proposal shall contain separate envelope for the bid security and should be part of the technical proposal.
Proposal Submission Address	Director General (Policy & Reforms) Board of Investment 6 th Floor, Kohsar Block Pakistan Secretariat, Islamabad
Submission Date & Time	2:00 PM on 27 th February, 2025 Technical Proposal will be opened on the same day at 2:30 P.M.

1. Invitation to Bids:

The Board of Investment, hereinafter called "BOI" and/or the 'Procuring Agency', intends to invite bids against the RFP titled "Hiring of Consultancy Firm for Preparation & Implementation of Strategy to Attract FDI in Pakistan".

1.1 Public Procurement Rules 2004 to be followed

Public Procurement Regulatory Authority (PPRA Rules 2004) will be strictly followed under this procurement. These may be obtained from website of Public Procurement Regulatory Authority (PPRA).

In this document, unless otherwise mentioned to the contrary, "Rule" / "Rules" means a Rule / Rules under the PPRA Rules.

1.2 Mode of Advertisement(s)

As per Rule 12, this tender notice is being placed online at PPRA's and BOI websites, as well as being advertised in print media.

A hard copy of this RFP can be obtained from Board of Investment Office.

1.3 Type of Open Competitive Bidding

As per Rule 36 (b), 'Single Stage - Two Envelope Procedure' shall be followed. The Consultants should consider and follow the principles mentioned underneath in submission of the Bid





- The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.
- The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.
- Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened.
- The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened.
- Technical Proposal shall contain separate envelop of Bid Security which will be opened along with Technical Proposal.
- The Bidders will be first checked for the eligibility, as per the requirements in eligibility criteria. Thereafter, all eligible bidders shall be shortlisted against the technical requirements.
- The shortlisted Bidders will be technically evaluated and those securing a minimum of 70 marks in the technical evaluation will be qualified for Financial Evaluation.
- After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically qualified bids, publicly at the time, date and venue announced and communicated to the Bidders in advance, within the Bid Validity Period.
- The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders.
- The contract may be awarded to Bidder(s) securing highest combined score of Technical plus Financials Bids. The overall bid score has been divided as follows:
 - Technical Proposal Evaluation carries 70% weightage
 - Financials Proposal Evaluation carries 30% weightage
- The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
- The Procuring Agency shall incur no liability, solely by virtue of its invoking Rule 33 (1) towards Bidder who have submitted bids or proposals.
- Notice of the rejection of all bids or proposals shall be given promptly to all Bidders that submitted the proposals.

2. Instructions to Bidders:

2.1 Language

The Bid and all documents relating to the Bid, exchanged between the Bidder and the Procuring Agency, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an <u>English translation</u> which shall govern for purposes of interpretation of the Bid.

2.2 Tender Notice

The tender notice can be downloaded from the BOI and/or PPRA websites.



BOI

2.3 RFP Clarifications and Questions

To ensure fair consideration for all Bidders, BOI prohibits communication to or with any department, officer or employee during the evaluation process.

No bidder shall be allowed to alter or modify his bid after the bids have been opened. However, the Procuring Agency may seek and accept clarifications to the bid resulting in modification of the bid that do not change the substance of the bid.

Any request for clarification in the bid, made by the Procuring Agency shall invariably be in writing. The response to such request shall also be in writing.

2.4 Bid Price

The Bid Price shall be:

- Quoted in Pakistani Rupees
- Inclusive of all taxes, duties, levies, insurance, freight, etc.
- Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation.
- Including all charges up to the delivery point / closeout.
- If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the requirements given in this document, where no prices are entered against any item, the price of that item shall be deemed to be free of charge, and no separate payment shall be made for such item(s).
- Withholding Tax, Sales Tax and Other Taxes: The Bidder is hereby informed that the BOI
 will deduct tax at the rate prescribed under the Tax Laws of Federal Government of Pakistan,
 from all payments for products and services rendered by any Bidder who signs a contract with
 BOI.

2.4.1 Terms of Reference and Timelines:

Scope of V	Vork	Timelines *	Fee
Conducting detailed feasibilities studies on selected opportunities to attract investment which the BOI has already identified.		3 Months	100%
These incl	ude:		
1.	Feasibility study to identify and analyze sectors* where Pakistan has a comparative advantage to attract global companies seeking to reroute supply chains and manufacturing as a result of changes in tariff regimes and other measures.		
	Analysis should be developed from the perspective of an operator thus outlining financial impact to the company		





of such investment into Pakistan. This should also include a high-level estimate of potential investment into Pakistan should a selected number of such joint ventures or investment plans realize.

*Sectors should not include those that the BOI is already exploring - these include: Leather articles, Textiles, Medical & surgical equipment, Plastics, Fruit and Vegetable products, Edible meat / fisheries, Animal fodder and poultry feed

 Development of customized value propositions to targeted Pakistani expatriates that can directly invest or enable investment into Pakistan.

Key activities include:

- Establish a criteria to screen and identify senior Pakistani expatriates that can be targeted for investment outreach
- Develop value propositions for the companies (led or supported by said expatriates) to consider investment into Pakistan. Calculate high level financial and / or economic impact of such investment to both the company and Pakistan
- High level global benchmarking of comparable outreach and expatriate engagement initiatives and their effectiveness. Any successful case studies should be profiled
- High level implementation strategy developed through analysis of comparable efforts by other governments or similar bodies

2.4.2 Ownerships:

All the deliverables shall solely be / become the intellectual property of BOI.

3. Confidentiality:

No information pertaining to this RFP or the examination, clarification, evaluation, comparison and award of this RFP shall be disclosed to other Bidders or any other persons not officially connected with the RFP process, including, but not limited to, the Bidder's own affiliate companies and





subsidiaries. The Bidder is not permitted to make any public announcement or release any information regarding this RFP without BOI's prior written approval.

BOI reserves the right to share the Bidder's response to this RFP with its personnel, advisors and affiliates.

In the event the Bidder commits a breach of confidentiality, BOI reserves the right to disqualify the Bidder from this RFP process and also take action under the Rules.

The Bidder shall state clearly those elements of its response that it considers confidential and/or proprietary. Failure to properly identify and mark confidential or proprietary information may result in all information received being deemed non-confidential, non-proprietary, and in the public domain.

3.1 Notices

In this document, unless otherwise specified, wherever provision is made for sending / exchanging notice, certificate, order, consent, approval or instructions amongst the Parties, the same shall be:

- In writing;
- Served by sending the same by courier or registered post to their principal office as they shall notify for the purpose.

3.2 Option to Bid

The Bidders may submit their proposal in accordance with the technical qualification criteria.

3.3 Joint Venture

No Joint Venture is allowed for and under this RFP.

3.4 Corrupt Practices and Conflict of Interest

BOI requires that bidders / contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices.

BOI will reject a proposal for award or revoke the award of contract, if it determines that the bidder recommended for award was engaged in any corrupt or fraudulent practices or has already been blacklisted.

Any false information or misstatement on the part of the bidder will lead to disqualification/blacklisting/ initiation of legal proceedings regardless of the price or quality of the product.

The bidders are required to mention clearly and in detail if there exists any conflict of interest. Existence of a conflict of interest or non-disclosure of a conflict of interest will lead to, at any stage, disqualification of the bidders and may also lead to blacklisting of the bidders for future procurement processes. A conflict of interest in the bidding process occurs when an individual or entity involved in the evaluation or selection of bids has a personal or financial interest that could compromise impartiality or fairness. This conflict may lead to biased decision-making that favors a specific bidder, distorting fair competition. Proper disclosure and mitigation strategies, such as





recusal from decision-making, are vital to maintain transparency and ensure a level playing field for all bidders

4. Indemnification:

The Bidder will, at its own expense, indemnify and hold harmless BOI, and their respective officers, directors, employees, representatives, licensees and agents from and against and in respect of any and all claims, liabilities, allegations, suits, actions, investigations, judgments, deficiencies, settlements, inquiries, demands or other proceedings of whatever nature or kind, whether formal or informal, brought against BOI or any of their respective officers, directors, employees, representatives, licensees or agents, by any third parties against and in respect of any and all damages, liabilities, losses, costs, charges, fees and expenses, including without limitation reasonable legal fees and expenses, as and when incurred, relating to, based upon, incident to, arising from, or in connection with any claim or allegation with regard to any misrepresentation by the bidder, breach of any provision of this document by the bidder, negligence or willful misconduct of the bidder, infringing in any manner any copyright, trademark, intellectual property, trade secret or patent of any third party. The foregoing obligation is subject to BOI giving bidder a prompt written notice of any claim and giving the bidder sole control of the defense of such claim. Bidder agrees that it may not, without BOI 's prior written consent enter into any settlement or compromise of any claim that results in any admission of liability or wrongdoing on the part of BOI, as the case may be.

To the fullest extent permitted by law, the bidder shall indemnify and hold harmless BOI and their respective officers, directors, employees, representatives, licensees and agents from and against claims, damages, losses and expenses, including but not limited to legal fees, arising out of or resulting from performance of the work under this document and the resultant contract in relation to any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death to the bidder's personnel or any third party hired by the bidder or to injury to or destruction of tangible property.

5. Preparation of Bid:

5.1 Cost of Bidding

The issuance of this RFP and the receipt of information in response to this RFP shall not in any way cause BOI to incur any liability or obligation, financial or otherwise, to the bidder (and /or any proposed Subcontractor(s), if any). BOI assumes no obligation to reimburse or in any way compensate the bidder for costs and/or expenses incurred in connection with the bidder's Proposal in response to this RFP. All costs and expenses incurred by the bidder (and/or any proposed subcontractor(s), if any) pertaining to all activities in the preparation, submission, review, selection and negotiation of the bidder's proposal in response to this RFP shall be solely borne by the bidder (and/or any proposed subcontractor(s), if any) ("costs and expenses").

5.2 Bid Security

In accordance with Rule 25 of PPRA Rules, the Bidder will submit a bid security of Pakistani Rupees two (2) million or 5% of bid money, in shape of Bank Draft/Bank Guarantee in favor of 'Board of Investment'.

The Bid Security issued only by any scheduled bank of Pakistan will be acceptable. Cheques will not be acceptable in any case. Bid security of the successful bidder will be returned once the Performance Guarantee is submitted to BOI.





- The bid security shall be part of technical bid envelope, failing to do so will cause rejection of the bid.
- Bid security envelope will be opened at the time of opening of technical proposal.
- The Bid Security shall be forfeited by the Procuring Agency on the occurrence of any/all of the following conditions:
 - In the case of Preferred Bidder, if it fails within the specified times to:
 - Comply with the instructions laid down in the Letter of Acceptance within the time period stipulated therein;
 - Sign the Consultancy Agreement within 30 days of issuance of Purchase Order;
 - If the Bidder withdraws the Bid during the validity period of the Bid specified by the Procuring Agency; and
 - In case the Bid Security expires prior to the date falling twenty-eight (28) days beyond the original Bid Validity Period;
 - In case of an occurrence of Consultant's event of default in terms of the Consultancy Agreement; and / or
 - Consultant / Bidder withdraws its Bid during the Bid Validity Period

If the Bidder, having been notified of the acceptance of the Bid by the Procuring Agency during the period of the Bid validity, fails or refuses to furnish the Performance Security, in accordance with the Bid Document.

- The Bid security shall be returned to the technically unsuccessful Bidder with unopened/sealed financial bid with in one-month period.
- Validity of the Bid Security should be ninety (90) days as a minimum.

5.3 Technical Proposal

- 1.5. In preparing the technical proposal, you are expected to examine all terms and instructions included in the RFP. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.
- 1.6. During preparation of the technical Proposal, you must give particular attention to the following:
- 1.6.1. If bidder considers that firm does not have all the expertise for the Assignment you may obtain a full range of expertise by associating with other firms or entities. The bidder may also utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available in any Pakistani Firm. However, utilization of domestic expertise would be encouraged. You may not associate with the other firms invited for this Assignment unless specified in the Data Sheet.
- 1.6.2. Subcontracting part of the Assignment to other Consultants if considered desirable; the same sub-Consultant may be included in several Proposals subject to limitations in the





Data Sheet.

- 1.6.3. The estimated number of key professional staff months required for the Assignment is stated in the Data Sheet. Your Proposal should be based on a number of key professional staff-months substantially in accordance with the above number. However, you may propose changes in the light of your experience through your comments on the TOR.
- 1.6.4. The key professional staff proposed shall be permanent employees of the firm unless otherwise indicated in Data Sheet.
- 1.6.5. Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.
- 1.6.6. No alternative to key professional staff may be proposed and only one curriculum vitae (CV) may be submitted for each position.
- 1.6.7. Study reports must be in the English Language. Working knowledge of the national language by the firms personnel is mandatory. The knowledge of the regional language where the Assignment is located may be considered additional qualification.
- 5. The advisory firm needs to include the following documents with their technical proposal.
 - a. Full scope of work with detailed methodology and approach
 - b. Detailed project timeline
 - c. List of personnel or resources for the project along with relevant experiences
 - d. A copy of the national tax/ sales tax registration certificate/ registration and/ or incorporation certificate
- **6.** If the Data Sheet specific straining as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring.
- **7.** Any additional information as requested in the Data Sheet.
- **8.** The technical Proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical Proposal.

6. Financial Proposal

The firms meeting the eligibility criteria and the technical proposal requirement shall submit a financial proposal outlying their charges for the project. The financial schedule must show a breakdown of all costs, fees, expenses and charges.





It must also clearly state the total contract price in Pakistani Rupees (PKR) inclusive of tax. Payment will be in Pakistani Rupees (PKR) only.

2. NEGOTIATION

- 6.1 Prior to the expiration of Proposal validity, the Client shall notify the successful Consultant that submitted the highest-ranking Proposal in writing, by registered mail, and invite it to negotiate the Contract.
- 6.2 The aim of negotiation is to reach an agreement on all points and initial a draft contract by the conclusion of negotiations.
- 6.3 Negotiations shall commence with a discussion of your technical Proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, and periods in the field and in the home office, staff months, logistics and reporting.
- 6.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the staff monthly rates or in the design fees until and unless specified otherwise).
- 6.4 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the Proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except prior approval and in cases of un-expected delays in the starting date or in capacity of key professional staff for reasons of health.
- 6.5 The negotiations shall be concluded with are view of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received these Cond highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked Consultants.

3. AWARD OF CONTRACT

- 7.1 The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations/initialing of the draft contract, the Client shall promptly inform the other Consultants that their Proposals have not been selected.
- 7.2 The selected Consultant is expected to commence the Assignment on the date and at the





location specified in the Data Sheet.

6.1 Payment Terms / Schedule

Payments will be made by BOI against the invoice(s) raised by the bidder after production of task completion certificate (TCC).

BOI shall issue the Task Completion Certificate (TCC) after deliverables as per 2.4.1 of this RFP.

Sales tax invoice duly signed and stamped by the bidder organization.

There will be no advance payment or mobilization fee.

6.2 Advice of Omission or Misstatement

In the event it is evident to a bidder responding to this RFP that BOI has omitted or misstated a material requirement to this RFP and/or the services required through this RFP, the responding bidder shall advise the contact person identified in the RFP Clarifications and Questions section above of such omission or misstatement.

6.3 Additional Charges

No additional charges, other than those listed in the financial proposal, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to the site, setup, installation, training etc.

6.4 Right to Request Additional Information

BOI reserves the right to request any additional information that might be deemed necessary during the bids evaluation process.

6.5 Right of Refusal

The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid or proposal, the grounds for its rejection of all bids or proposals but is not required to justify those grounds.

The Procuring Agency shall incur no liability, solely by virtue of invoking the foregoing under Rule 33 (1) towards Bidder who have submitted bids or proposals.

Notice of the rejection of all bids or proposals shall be given promptly to all Bidders who submitted the proposals.

7. Submission of Bids:

7.1 Extension of Time Period for Submission of Bids

BOI may extend the deadline for submission of bids, if any of the following conditions exists:

• If BOI is convinced that such extraordinary circumstances have arisen owing to law-andorder situation or a natural calamity that the deadline should be extended; and



IENT (BOI)

Board of Investment

• If BOI decides to extend the deadline due to any administrative reason.

7.2 Late Bids

Late bids shall not be considered. Therefore, it is suggested that the response be sent in a manner that ensures it arrives on time, for example: through verifiable courier, Registered Mail or in person. Responses through Fax, email, and non-registered delivery through Pakistan Post Mail will not be considered.

7.3 Presentation by Bidders

Bidders may be asked to present their proposal as per the terms and conditions listed along with the announcement of this RFP. The Bidder will be required to provide and present a detailed and comprehensive project management plan that will become the sole source for determining implementation tasks and completion time of each task. The bidders are expected to present the technical proposal and the various components within the overall proposal. The bidder must be able to answer all queries and question of the evaluation/procurement committee during the presentation.

7.4 Modification or Withdrawal of Proposals

Proposal modification and withdrawal terms and conditions are governed by PPRA Rules & Regulations. Such laws, Rules & Regulations shall always prevail at all times. Under no circumstances shall a bidder be allowed to modify or withdraw his proposal if such actions are prohibited by the relevant Rules & Regulations.

7.5 Submittal Requirements

- For Technical Proposal, please ensure that the listed requirements are provided in Annexure B.
- For Financial Proposal, please ensure that the listed requirements are provided in Annexure C.

8. Opening and Evaluation of Bids:

8.1 Opening of Bids by BOIs

Initially the envelopes marked "TECHNICAL PROPOSAL" and "BID Security" shall be opened and envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the BOI without being opened. BOI shall evaluate the technical proposal without reference to the price and may reject any proposal which does not comply with the specified requirements.

8.2 Modification of Bids

No bidder shall be allowed to alter or modify its bids after submitting the bids unless, BOI may, at its discretion, ask a bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted.

8.3 Missing Information

Information requested in this document is aimed to evaluate the bidder and their systemin a best possible way, therefore BOI encourage bidder to furnish the information as requested in this document in a well presentable /highlighted manner. Any missing information shall be considered as not available.



ENT (BOI)



8.4 Addendum or Supplement to Request for Proposal

At any time prior to the deadline for submission of the Bid, BOI may, for any reason, whether on its own initiative or in response to a clarification request by prospective bidder, modify the RFP by issuing addenda.

A summary of all questions and responses as well as any adjustments regarding the scope of this Bid - if any, will be prepared and distributed to all potential bidders that submitted their intent to bid afresh (if any, changes will be reflected in the revised proposal published at BOI and PPRA Websites).

8.5 Shortlisting of the Bidders

Shortlisting will purely be based on the information provided in the submitted proposal and related documents, where the eligible bidder would acquire at least 70 score in the given technical evaluation criteria to qualify for financial evaluation.

8.6 Current References

The Bidder must provide in the proposal the names and complete contact information of at least three (3) client references in prescribed format under Annexure D who:

- a. are able to discuss Bidder's performance in providing solutions similar to those contemplated in this RFP; and
- b. have agreed to be contacted by BOI representatives. BOI expects the bidder to contact their client references to confirm their availability to speak with BOI during this time.

8.7 Bidder Evaluation

The contract shall be awarded at the sole discretion of BOI after evaluation of the bidder's proposal, reference discussions, negotiations, determination of competitive advantage and cost. Bidder must have a satisfactory record of contract performance, integrity, business ethics, adequate financial resources (in the opinion of BOI) and vision to meet the contractual requirements contemplated in this RFP. By submitting a proposal, the Bidder warrants that:

- a) It is legally authorized to provide the subject solution(s) globally or locally;
- b) It is in compliance with all applicable laws and regulations;
- c) It is not prohibited from doing business with BOI /GoP by law, order, regulation or otherwise; and
- d) The person submitting the proposal on behalf of the Bidder is authorized to bind it to the terms of the proposal.

An evaluation committee ("Technical Evaluation Committee") specifically formed for this RFP process will evaluate all submitted proposals. Proposals may be evaluated and eliminated without further discussions and at the sole discretion of BOI. BOI will be the sole initiator of discussions to clarify or negotiate the proposal offerings. The BOI evaluation committee will evaluate each proposal based upon their understanding of the proposals. The BOI evaluation committee will conduct a fair, impartial and comprehensive evaluation of all proposals. If applicable, a contract shall be awarded, taking into consideration the best interests of BOI. The selection criteria are defined in subsequent section and may include:





- a) Experience of the bidder with similar projects, size and scope particularly evidence of previous work carried out with regional or global public sector / government teams
- b) Management and staff profiles;
- c) Solution differentiation and implementation approach;
- d) Details of Scalability, Performance, Integration, Configurability, Parameterization;
- e) Cost/Value/Favorable contract terms & conditions.

BOI reserves the right to award a contract without any further discussion with the bidder(s) who have submitted proposals in response to this RFP. Therefore, proposals should be submitted initially on the most favorable terms available to BOI from a price, contractual terms and conditions, and technical stand point. However, BOI reserves the right to conduct discussions with Bidders who submit proposals that pass the initial screening process for the feasibility of the solution(s).

BOI is not under any obligation to provide information relating to the decision-making process.

BOI shall evaluate a bidder's "confidence in its own ability to perform" based on a bidder's willingness to provide BOI with meaningful contractual assurances and remedies BOI may exercise in the event of that Bidder's non-performance.

8.8 Proposal Acceptance

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the participant bidder or an officer of the participant bidder duly authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the participant of all terms and conditions including compensation, as set forth herein. A participant shall identify clearly and thoroughly any variations between its proposal and the BOI's RFP. Bidder shall ensure that every page of their proposal is numbered in ascending order, signed and stamped.

8.9 Availability of Professional Staff / Experts

Having selected the bidder on the basis of, among other things, an evaluation of proposed professional staff, the BOI expects to get the project executed by the professional staff named in the proposal. Before contract negotiations (which may require and absorb certain mutually agreed upon changes), the BOI shall require assurances that the professional staff shall be actually available. BOI shall not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and his name be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.

Alternative Proposals 8.10

Only one proposal / solution, carefully prepared by the Consultant is allowed and no alternative proposals are allowed.





Redressal of Grievances by the Procuring Agency 8.11

The Procuring Agency will constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

- Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances within seven (07) days of announcement of the technical evaluation report and five (05) days after issuance of final evaluation report.
- The GRC (Grievance redressal committee) shall investigate and decide upon the complaint within ten (10) days of its receipt
- 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.
- Any bidder or party not satisfied with the decision of the GRC, may file an appeal before the Authority within thirty (30) days of communication of the decision subject to depositing the prescribed fee and in accordance with the procedure issued by the Authority. The decision of the Authority shall be considered as final.

9. Issuance of Purchase Order:

9.1 Award Criteria

BOI shall award the Purchase Order (PO) to the successful bidder, whose bid has been determined to be substantially responsive in the view of our requirements & expectations and has provided the most competitive bid.

9.2 BOI Right to Accept Any Bid and to Reject Any or All Bids

BOI reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.

9.3 Notification of Award

Prior to the expiration of the period of bid validity, BOI will notify the successful bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted. The notification of award will constitute the formation of the contract.

Upon the successful bidders' furnishing of the performance guarantees, BOI will promptly notify each unsuccessful bidder.

9.4 Performance Security

Within Seven (07) days after the PO is issued from the Procuring Agency, the successful Bidder will furnish the Performance guarantee. The value of Performance Security shall be 10% of the bid Price to be issued by any Scheduled Bank/Insurance Company of Pakistan having "A-" rating. The Performance guarantee will remain valid till complete duration of the warranty / support period (mentioned in clause 3.6 Warranty /Support & Maintenance Services).





9.5 RFP Response Ownership

All information, materials and ideas submitted become the property of BOI upon submission. BOI reserves the right to modify, reject or use without limitation any or all of the ideas from submitted information. All information, materials and ideas contained in the Bidder's proposal can be used by BOI without any restriction, provided that BOI will not disclose any financial and pricing information the Bidder designates as confidential with any other potential Bidder. BOI reserves the right to share, disclose or discuss to any of its consultants any proposal in response to this RFP in order to secure expert opinion.

9.6 Integrity Pact

The successful bidder(s) shall upon the award of the Purchase Order (PO) execute an Integrity Pact with BOI [Specimen is attached in Annexure G].

10. Evaluation Process:

10.1 Eligibility

Below is the criterion for the eligibility of the interested Bidders. These are all mandatory requirements and failing to comply with any of them will result in ineligibility for further (technical) evaluation. Please ensure complete and valid documentary evidences are provided, BOI reserves the right to check the authenticity of any submitted document.

Required Expertise of the Consulting / Advisory Firm

- The firm must have a minimum of three years of experience with business and financial advisory as well as track record of delivering public sector advisory to public sector teams in the region or globally
- Furthermore, prior experience with trade strategies and experience working with governments in the MENA and South Asian region, will be considered as a major advantage
- The firm must be able to demonstrate their experience with projects of a similar nature (can be non-trade related) and complexity
- The firm must be able to complete all aspects of the project including research, league financial modeling and bid process management for the league operator
- The firm will need to mobilize quickly with respect to the timeline and will need to give a detailed plan before commencing work

Note: Verifiable documentary proof is required for all above mandatory requirements.

10.2 Technical Evaluation Criteria and Bidder's Response

Bidder(s) are required to provide their responses on the following sheet: BOI will evaluate Proposals according to the following criteria and weightages:

Criteria	Score





Relevant Experience	Experience in supporting the development of national or	
	regional FDI strategies for governments or public institutions	
	listitutions	
	03 or more Assignments 40marks	
	02 Assignments 30marks	
	01 Assignment 15marks	
	Expertise in international trade and investment climate	25
	analysis	
	03 or more Assignments 25marks	
	02 Assignments 18marks	
	01 Assignment 10marks	
Key Personnel	Team Leader 12 marks	25
(Age limit = 60 years)	Investment Strategy Expert 08 marks	
	Economic & Financial Analyst05 marks	
Approach & Methodology	Work Approach & Proposed Methodology	10
	Alara dan Mila I America I o Dominia I Mada dalam?	
	(Note that, 'Work Approach & Proposed Methodology'	
	presented by any Bidder in its Technical Proposal, shall	
	not be more than 5,000 words.)	100
	Total	100

	Technical Team	Weightage
1	Team Leader	Relevant Experience
		Experience in investment strategy development, international business, or economic development
		More than 10years 75%
		7 years to less than 10years 60%
		5 years to less than 7 years 40%
		Less than 5years 20%





2	Investment Strategy Expert	Qualification: Degree in economics, finance, business administration, international
		relations (25%)
		Relevant Experience: Experience in FDI promotion, economic development, international investment.
		More than 10years 75%
		7 years to less than 10years 60%
		5 years to less than 7 years 40%
		Less than 5years 20%
3	Financial Analysts	Qualification:
		Degree in degree in economics, finance, accounting (25%)
		Relevant Experience:
		Experience of economic analysis, financial modeling, investment feasibility studies
		More than 7 years 75%
		5 years to less than 7 years 60%
		3 years to less than 5 years 40%
		Less than 3years 20%

10.3 Technical Proposals Evaluation Summary

- The Bidders shall be first checked for the eligibility, as per the requirements in eligibility criteria vide clause 10.1. Thereafter, all eligible bidders shall be shortlisted against the technical requirements.
- The shortlisted Bidders shall be technically evaluated and those securing a minimum of 70marks in the technical evaluation will be qualified for Financial Evaluation.
- In case, only one bidder secures equal to or greater than 70score in technical evaluation, BOI may decide to lower the cut-off score for healthy competition but not less than 60marks for technical qualification.
- After the evaluation and approval of the technical proposals, the Procuring Agency shall open the financial proposals of the technically accepted bids, publicly at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period.
- The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders.





$$Score_i = \left(\frac{Cost_{lowest}}{Cost_i}\right) \times 30\% + \left(\frac{Technical_Score_i}{Technical_Score_{highest}}\right) \times 70\%$$

where:

Score_i = Evaluated Score of Bidder i

Cost_i = Evaluated Bid Price of Bidder i

Cost_{lowest} = Lowest Evaluated Bid Price amongst

all Responsive Bids

Technical_Score = Technical Score of Bidder i

Technical_Score_{highest} = Highest Technical Score amongst all Bids

• The contract may be awarded to bidder(s) securing highest combined score of technical plus Financials Bids.





Annexures

Annexure A – RFP Schedule

Event No.	Event Description	Timelines
1	Circulation / Advertisement of RFP	9 th February, 2025
2	RFP Submission Date and Opening of Technical	27 th February 2025
	Proposal	
6	Technical Evaluation Result and Opening of Financial	Shall be intimated in
	Proposal	due course of time
7	Announcement for issuance of Purchase Order	Shall be intimated in
		due course of time

^{*}For site visit, please contact on **Director General (Policy & Reforms)**

^{*}Contact # 051-9206164





Annexure B – Submittal Requirements for Technical Proposal

Sr. No.	Description
1.	Cover Letter (on Bidder's Letter Head)
2.	Eligibility Requirements (Mandatory Requirements as mentioned in eligibility
	criteria vide clause 10.1) must be attached clearly and marked / highlighted at one
	place.
3.	Responses to clause 10.2 (Technical Evaluation Criteria & Bidder's Response) of
	this document must be clearly marked / highlighted at one place.
4.	Executive Summary
5.	Company Profile (Profile, History, Addresses, Product / Solution Offerings,
	Contact Information, number of full-time employees, Customer in Pakistan etc.)
6.	Detailed Project Execution Plan / Work Breakdown Structure
7.	Training Methodology including Schedule & Plan
8.	Project Organization and Team Profiling (Annexure E)
9.	Customer References and Relevancy
10.	Contact Details





Annexure C – Submittal Requirements for Financial Proposal

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

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

Form FIN-1. Financial Proposal Submission Form

Form FIN-2. Summary of Costs



To:

Prime Minister's Office BOARD OF INVESTMENT (BOI)



FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

Director General

Board of Investment

Islamabad

Subject: <u>Providing Consultant's Services for Hiring of Consultancy Firm for Preparation & Implementation of Strategy to Attract FDI in Pakistan</u>

Dear Sirs:

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

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

Yours faithfully,

Authorized Signature [In full and initials]	
Name and Title of Signatory	
Name of Firm	
Address_	

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





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

Description	Percentage (%)	Amount (in Rs)
Detailed feasibility study	100%	
Total Costs inclusive of all applicable taxes	100%	

Note:

- i. Total Costs inclusive of taxes shall be considered for financial evaluation
- ii. No escalation shall be payable during the services





Annexure D – Client References:

Reference One (1)	Response			
Company name				
Contact name and title				
Company address/phone				
Industry				
Installed Solutions				
Comments				
Reference Two (2)	Response			
Company name				
Contact name and title				
Company address/phone	Company address/phone			
Industry				
Installed Solutions				
Comments				
Reference Three (3)	Response			
Company name				
Contact name and title				
Company address/phone				
Industry				
Installed Solutions				
Comments				





Annexure E – Management Group and Staff Profiling

Management Group					
Name of Staff	Areas Expertise	of	Position Assigned	Full Time / Project based	Level of Involvement
	Expertise		rissigned	Troject bused	(%)

Proposed Staff				
Sr. #	Name of Staff	Areas of Expertise	Position Assigned	Level of Involvement (%)





Annexure F– Staff Resume

Category: □Product Specialist □ Installation Specialist □ Product Support Specialist				
Name of Staff:	CNIC #:			
Date of Birth:	Age:			
Nationality/Origin:	Number of Years with Bidder Company:			
Educational Qualification:				
Relevant Work Experiences:				
Certifications:				
I am willing to work on the project as indicated in the deployment schedule and as				
required during the assignment period.				
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly				
describes me my qualification and my experience.				
Signature of Candidate	Signature of the Authorized			
	Representative of the Company			
Date:				
Email and Contact Number:				





Annexure G – Integrity Pact

_ [the Bidder] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP)/BOI or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any fraudulent or corrupt business practice.

Without limiting the generality of the foregoing, [the Bidder] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP/BOI, except that which has been expressly declared pursuant hereto.

[The Bidder] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP/BOI and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP/BOI.

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

For and On Behalf O	f
Signature:	
Name:	
NIC No:	



BOI

Annexure H – Letter of Purchase Order Acceptance

Director General Date:
Board of Investment
Islamabad

Subject: Acceptance of Purchase Order No. < PO Number>

Dear DD Admin,

I am writing on behalf of < Company/Organization Name> to formally acknowledge receipt of Purchase Order No. <PO Number> dated < PO Date> issued by Board of Investment (BOI). We are pleased to accept the terms and conditions outlined in the Purchase Order.

We have thoroughly reviewed the terms and conditions stipulated in the Purchase Order, and we confirm our commitment to fulfill the requirements specified therein. We assure you that we will adhere to the agreed-upon delivery schedules, quality standards, and any other relevant terms as outlined in the Purchase Order.

In accordance with the terms specified, we understand that the payment terms, delivery schedules, and other relevant details are binding upon both parties and will be strictly followed. We are confident in our ability to meet the expectations set forth in the Purchase Order and look forward to a successful business relationship with BOI.

Please consider this letter as formal confirmation of our acceptance of Purchase Order No. <PO Number> issued by BOI.

Thank you for your trust and confidence in our company. We are eager to commence work on the project and deliver exceptional results.

Yours sincerely,

- <Name>
- <Position/Title>
- <Company/Organization Name







Money sent successfully.

Transaction ID 13627220436

Transaction Date & Time 2/10/2025 4:12:48 PM

Transaction Amount 15000.00

From Account Title
ADIL HUSSAIN

Beneficiary Name
PUBLIC PROCUREM

Beneficiary Account/ IBAN *0701

Comments

Tender fee for Hiring of Consultancy Firm for Preparation Implementation of Strategy to Attract FDIin Pakistan

Channel via HBL Digital