

REQUEST FOR PROPOSAL (RFP)
DESIGN, FINANCE, BUILD, OPERATE, AND TRANSFER –
THE ESTABLISHMENT OF SHRIMP FARMING PROJECT IN DAMB,
BALOCISTAN UNDER PUBLIC-PRIVATE PARTNERSHIP (PPP)

UNDER
THE BALOCHISTAN PUBLIC PRIVATE PARTNERSHIP ACT, 2021

NATIONAL COMPETITIVE BIDDING

VOLUME I: INSTRUCTIONS TO BIDDERS



**The Fisheries & Coastal
Department Department,
Government of Balochistan
&
Balochistan Public Private
Partnership Authority**

RFP PUBLISHING DATE:

December 31, 2025

LETTER OF INVITATION

Reference: THE ESTABLISHMENT OF SHRIMP FARMING PROJECT IN DAMB, BALOCHISTAN UNDER PUBLIC-PRIVATE PARTNERSHIP (PPP) ON BOT BASIS

The Balochistan Public-Private Partnership Authority (BPPPA) has received a proposal (*an Unsolicited Proposal or USP*) to develop and implement the ‘the establishment of shrimp farming’ project in Damb, Balochistan under the ‘Public-Private Partnership’ (**PPP**) *on Design, Finance, Build, Operate, and Transfer (DFBOT) basis*. The project aims to engage a Private Sector Entity (PSE) under Public-Private Partnership (PPP) for a concession period of 21.5 Years (*0.5 year for financial close, construction time for the project is 01 year and O&M period is 20 years*) with the Balochistan Public-Private Partnership Authority (BPPPA) for the development of ‘shrimp farming’ project in Damb, Balochistan over an area of 50 acres (extendable to 100 acres or more subject to availability of land). The core objectives of the project is to transform the coastal land into revenue-generating hub by undertaking shrimp farming initiative, (alternate means of) job creation and business development with focus on promoting local livelihood and boosting local economic development through sustainable initiatives. The project marks the first of its kind intervention in Balochistan, Pakistan.

This Request for Proposal (RFP) is disseminated under the provisions of Balochistan Public Private Partnership Act, 2021 and Rule 43 of Balochistan Public Private Partnership Rules, 2022.

The Implementing Agency invites “Technical Proposals and Financial Proposals” sealed under separate envelopes and enclosed in a single envelope to undertake the project on 50 acres of land in Damb, Balochistan. The Fisheries and Coastal Development Department and BPPPA are desirous of undertaking the Project as the implementing agencies.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this Request for Proposal.

This Request for Proposal sets out, *inter alia*, the process of selecting a private partner for implementation of the Project.

In this regard, a detailed description of the Project and its objectives are given in ‘Scope of Work’ section. Bidders are encouraged to carefully review the Project details and local conditions before submitting their Proposals. A Bidder will be selected under Single Stage Two Envelope Procedure described in this Request for Proposal. In order for a Proposal to be evaluated by the Evaluation Committee, the Bidder(s) must meet all of the Basic Eligibility Criteria (*Annexure A*) and Technical Evaluation Criteria (*Annexure B*) requirements stated herein.

The key tentative dates (which may be extended by the Implementing Agency in its sole discretion) of the selection process are as follows:

Issuance of Request for Proposal	
RFP Issuance Date	December 31, 2025
Response of comments and queries on Request for Proposal	07 days prior to Proposal Submission Deadline
Submission of Proposal (the “ Proposal Submission Deadline ”)	11:00 AM PST on January 20, 2026
Opening of the Technical Proposals	11:30 AM PST on Proposal Submission Deadline
Presentation of Proposals to Evaluation Committee	Ten days from Opening of Technical Proposals
Opening of Financial Proposals	Ten days from Presentation to Evaluation Committee
Announcing the most advantageous Bidder (the Announcement)	Ten days from Opening of Financial Proposal
Allowing the Initiator of USP to match the most advantageous bid according to the BPPA Rule, 2022	Fifteen (15) days from Announcing the most advantageous Bidder / Best Evaluated Bidder
Issuance of Letter of Award	Within 07 days of announcement of the most advantageous Bidder
Signing of the PPP Agreement	Within 15 days of the issuance of Letter of Award

***Note: All times mentioned in this Request for Proposal are in Pakistan Standard Time.**

All Bidders who fulfill the Basic Eligibility Criteria as set forth in Annexure A (*Basic Eligibility Criteria*) are requested to submit their Proposals in accordance with this Request for Proposal by no later than 11:00 A.M. by the Proposal Submission Deadline, to:

ATTENTION: The CEO, Balochistan PPP Authority
ADDRESS: 49-A, Jinnah Town, Quetta
TELEPHONE: +92-81-250 3098

Technical Proposals shall be opened in the presence of Evaluation Committee at 11:30 A.M. on the Proposal Submission Deadline.

We would like to thank all Bidders for their interest in this Project.

**The Chief Executive Officer,
Balochistan PPP Authority.**

IMPORTANT NOTICE/DISCLAIMER

This RFP and the attached documents are provided to the recipient solely for use in preparing and submitting its Bid for participation in the competitive bidding process conducted for the purposes of selection of a private partner for the Project.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary set out in this RFP.

The Bids will be reviewed in accordance with the applicable laws. None of the Government of Balochistan's entities and its relevant stakeholders in the Project (including, *inter alia*, the Procuring Agencies, the Balochistan PPP Authority, Finance Department, and the TFEC) nor, in each case, their employees, personnel, agents, consultants, advisors, legal advisors and contractors etc., make any representation (expressed or implied) as to the accuracy or completeness of the information contained herein, or in any other document made available to any person in connection with the tender process for the Project and the same shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither these entities nor their employees, personnel, agents, consultants, advisors, legal advisors and contractors etc., will be liable in any manner whatsoever to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with the Project. Any Bid submitted in response to this RFP by any of the Bidders shall be upon the full understanding and agreement of any and all terms of this RFP and such submission shall be deemed as an acceptance to all the terms and conditions stated in this RFP.

Any Bid/response to this RFP submitted by a Bidder shall be construed based on the understanding that the Bidder acknowledges that prior to the submission of the Bid in response to this RFP, the Bidder has, after a complete and careful examination, made an independent evaluation of this RFP including, without any limitation, the scope of the Project, the Project requirements, the applicable standards, applicable laws, and all information provided by the Procuring Agencies or obtained, procured or gathered otherwise, and has determined to its complete satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations under the requirements of this RFP. The Procuring Agencies (including its employees, personnel, agents, consultants, advisors and contractors etc.) makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Bidder shall have no claim whatsoever of any nature against the Procuring Agencies in this regard.

This RFP does not constitute a solicitation to invest, or otherwise participate, in the Project, neither shall it constitute a guarantee on part of the Procuring Agencies that the Project will be awarded.

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VOLUME I:
BIDDING PROCEDURE

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Glossary

Unless expressly specified otherwise, all capitalized terms used in this RFP shall bear the meaning ascribed thereto in this Glossary.

TERM	MEANING
APPLICABLE LAWS	Any common or customary law, constitutional law, any statute, regulation, resolution, rules, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline, policy, requirement or other government restriction and any decision of or determination by or interpretation of any of the foregoing by any governmental authority, court or Competent Authority having jurisdiction over this Request for Proposal, the Project or the relevant parties (whether at a national, regional, provincial, state or local level) now or hereafter in effect, in each case as amended, re-enacted or replaced.
BASIC ELIGIBILITY CRITERIA	Means the basic eligibility criteria provided in Schedule F of this Request for Proposal.
BID(S)	A bid tendered by a person who is eligible under PPP Act to submit a proposal to undertake a project;
BIDDER	A person or entity; (i) submitting a bid; or (ii) who intends to submit a bid and is able to substantially prove such intention;
BIDDER'S COLLABORATOR	The Bidder, a Member of the Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, contractors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, and the Bidder's Key Individuals.
BID SECURITY	The security deposit that a Bidder or Lead Member (in case of a consortium) must provide, in the form of a bank guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the Procuring Agencies (with a minimum rating of 'AA-' by JCR VIS or an equivalent rating by PACRA), as applicable. For the bank guarantee, the same shall be in form and substance as attached hereto as ANNEXURE C (Form of Bid Security) . The bid security shall be of an amount, in Pakistani Rupee, equal to PKR16,000,000/- (PKR Sixteen Million only) which shall remain valid for a period of 180 days beyond the Bid Validity Period.
BID SUBMISSION DATE	The deadline for the Bidders to submit their Bids or any other date specified by the Procuring Agencies by way of addenda or corrigendum.
BID SUBMISSION TIME	Shall bear the meaning as stated in Section 2.1.5.
BID VALIDITY PERIOD	The period of 180 days starting from the opening of the Technical Bids.

TERM	MEANING
BLACK LISTED	Bidder or any member of the Consortium barred from participating in any future procurement proceedings by the GoB or any government entity.
BPPP RULES	The Balochistan PPP Procurement Rules, 2021 (as amended from time to time).
BUSINESS DAY	A reference to a day (other than a Sunday) on which banks in Pakistan are generally open for business.
COMMITMENT FORM	The commitment form, in form and substance as attached to this RFP as ANNEXURE E (Commitment Form) .
COMPETENT AUTHORITY	Any agency, legislative, judicial or executive, department, ministry, public or statutory person, whether autonomous or not, of the GoB or the Government of Pakistan or any other subdivision or instrumentality thereof.
COMPLIANT BID	<p>Any Bid that:</p> <ul style="list-style-type: none"> (i) meets the eligibility requirements specified in this RFP; (ii) is bound in hard-book binding form to avoid the possibility of removal or insertion of page(s). All pages of the Bid must be signed and stamped in original by the Bidder's authorized representative. All the pages must be numbered starting from the first page to the last. Any Bid not substantially adhering to these requirements may be rejected by the TFEC; and (iii) in the reasonable opinion of the TFEC, meets or surpasses all of the mandatory requirements for a Bid specified in this RFP, and is meeting all criteria and requirements stipulated in this RFP.
CONCESSIONAIRE	The SPV to be established and incorporated under the applicable laws for the purposes of undertaking and implementing the Project by the winning Bidder that, further to this RFP and the final selection process, is declared the Preferred Bid Preferred Bidder (Best Evaluated Bid) and is issued the LOA. The Concessionaire shall be the entity that will enter into the PPP Agreement with the Procuring Agencies.
CONFLICT OF INTEREST	Has the meaning given to that term in Section 1.13.1.
CONSORTIUM	A Bidder comprised of a group of two (02) and not more than five (05) enterprises formed to submit a Bid to participate in the bidding process of the Project.
CONSORTIUM AGREEMENT	An agreement between the members of the Consortium, conveying, <i>inter alia</i> , the intent to form a joint venture SPV with shareholding / ownership equity

TERM	MEANING
	commitment(s), role of the members of the Consortium, in terms of Section 4.17 of this Request for Proposal.
CONSORTIUM POWER OF ATTORNEY	The power of attorney, to be signed by all the members of the Consortium appointing the Lead Member of the Consortium as the authorized representative of the Consortium, in the form attached as ANNEXURE D (Power of Attorney) of this RFP.
CONSULTATION AND SELECTION PROCESS/COMPETITIVE SELECTION PROCESS	A process that includes this RFP; consultation with Bidders; issuance of a draft or revised version(s) of the PPP Agreement; receipt and consideration of comments from Bidders and information provided in response to a request from the Procuring Agencies; evaluation of the proposals submitted in response to this RFP; the selection of a Preferred Bid Preferred Bidder (Best Evaluated Bid); preparation, negotiation, acceptance, or rejection of any proposal; amendment, cancellation, interruption, or termination of the RFP; and execution of the PPP Agreement.
CONTRACT PERIOD	The period commencing from the date of execution of the PPP Agreement and ending on the date falling on the earlier of: <ul style="list-style-type: none"> (i) 21 years following the Commencement Date (i.e. achievement of Financial Close); and (ii) Termination of the PPP Agreement.
DEVELOPER	The SPV to be established and incorporated under the laws of Pakistan by the Preferred Bid Preferred Bidder (Best Evaluated Bid) for the purposes of implementation of the Project in accordance with this Request for Proposal and PPP Agreement.
FINANCIAL BID	The financial bid to be submitted by the Bidder with its Bid.
INTEGRITY PACT	The instrument entitled <i>Integrity Pact</i> as attached to this RFP as ANNEXURE G (Integrity Pact) , duly signed by the Procuring Agencies and the Bidder.
JOINT BIDDING AGREEMENT	In the event a Bidder, for the purposes of this Project, forms a Consortium, an agreement between the members of the Consortium, conveying, <i>inter alia</i> , the intent to form a joint venture SPV with shareholding/ownership commitment(s).
KEY INDIVIDUAL	Key personnel required for the Project as listed under ANNEXURE B (Technical Evaluation Criteria) .
LEAD MEMBER	Any member of the Consortium that leads the Consortium and assumes the lead role to liaise between the implementing partners and the Consortium, as appointed pursuant to the Consortium Power of Attorney and the Joint Bidding Agreement.

TERM	MEANING
LETTER OF AWARD (LOA)	Means the Letter of Award issued by the Implementing Agency to the selected Bidder for selection as a Preferred Bid Preferred Bidder (Best Evaluated Bid) subject to terms and conditions provided therein.
MEMBER	An enterprise that is part of the Bidder on an exclusive basis.
MOST ADVANTAGEOUS BID (BEST EVALUATED BID)	Means a Compliant Bid that fulfils the basic eligibility criteria, technical evaluation criteria (as provided under this RFP), and quotes the <u>Highest Additional GOB Equity Share (%)</u> .
NET ASSETS	Equals to total assets minus (-) total liabilities (excluding any revaluation reserve surplus).
PERFORMANCE SECURITY	Means a first demand irrevocable, unconditional and without recourse bank guarantee , issued by a scheduled commercial bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the Procuring Agencies, in the form of a bank guarantee, guaranteeing the payment to the Procuring Agencies of an amount mentioned in the PPP Agreement.
PPP	Public Private Partnership.
PPP ACT	The Balochistan Public Private Partnership Act 2021 (as amended from time to time).
PPP AGREEMENT	The agreement to be executed between the Implementing Agency and the Developer in pursuance of this Request for Proposal, as provided in RFP.
PPP AUTHORITY	The Balochistan Public Private Partnership Authority, Government of Balochistan.
PREFERRED BIDDER	The Bidder that will be declared successful by the TFEC and be selected by the Procuring Agencies pursuant to the Competitive Selection Process and in accordance with the terms of this RFP to enter into the PPP Agreement and implement the Project.
PREFERRED BID PREFERRED BIDDER (BEST EVALUATED BID)'S COLLABORATOR	The Preferred Bid Preferred Bidder (Best Evaluated Bid), a Member of the Preferred Bid Preferred Bidder (Best Evaluated Bid), any of their respective authorized officers, directors, managers, employees, supervisors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, and the Preferred Bid Preferred Bidder (Best Evaluated Bid)'s Key Individuals.
PROCURING AGENCIES / GOB PARTIES	Balochistan Public Private Partnership Authority and the Fisheries and Coastal Development Department, Government of Balochistan.

TERM	MEANING
PROJECT	Has the meaning ascribed thereto in Section 1.
PROJECT COST	Means the project cost as indicated in the Proposal by the Bidder for the Project.
REQUEST FOR PROPOSAL/RFP	<p>This request for proposal and all volumes, appendices, and addenda thereto, including:</p> <ul style="list-style-type: none"> • VOLUME 1 – INSTRUCTIONS TO BIDDERS; • VOLUME 2 – TECHNICAL DOCUMENTS AND SCOPE OF WORK AND • VOLUME 3: DRAFT PPP AGREEMENT;
SINGLE STAGE TWO ENVELOPE PROCEDURE	Means the process detailed under Rule 28(a) of the Balochistan Public Private Partnership Rules, 2022.
SPV	Has the meaning given to the term in Section 1.6.6.
STAMP DUTY	The concessionaire is required to pay the stamp duty amounting to 0.25% of the total contract value.
SUCCESS FEE	The Concessionaire is required to pay the success fee to the BPPPA as stipulated in the PPP Agreement and according to the provisions of the Balochistan PPP Act, 2021.
TECHNICAL AND FINANCIAL EVALUATION COMMITTEE/TFEC	The technical and financial evaluation committee formed in accordance with the applicable laws of Pakistan for the purpose of analysing and evaluating the Bids.
TECHNICAL BID	The technical bid submitted by the Bidder in response to this RFP.
TOR	Has the meaning given to that term in Section 1.1.3.

1. INFORMATION FOR BIDDERS

1.1 INTRODUCTION

- 1.1.1 The project envisages development of 'Shrimp Farming Project' in Damb, Balochistan wherein 50 acres of land is available currently. The proposal will be situated in Damb, Balochistan. Key Objectives of the Project Include: (1) Transforming Coastal Land into Revenue-Generating Hubs; (2) Job Creation and Business Development, and (3) Boosting Local Economic Development Through Sustainable Initiatives. The project will host 60 ponds. The project is commercial in nature however it entails socio-economic benefit wherein almost 1,000 direct and indirect jobs will be created. The success of the project will also create opportunity to promote alternate livelihood on the coastal belt for the fishermen community. The project is export-oriented in nature.
- 1.1.2 The total annual expected Production is around ~2,000 tons head-on shrimp in first year. Total Concession Period is 21.5 year, where, 0.5 year for financial close, construction time for the project is 01 year and O&M period is 20 years. The technology deployed will be Biofloc/recirculating aquaculture with near-zero water exchange.
- 1.1.3 As the project carried both commercial and socio-economic aspect, the Government of Balochistan will provide electricity to the project site. The project entails development, designing, engineering, financing, construction, Performance Testing, Commissioning, management, operation, maintenance, insurance of the Fisheries/Shrimp Farming project, under a BOT arrangement.
- 1.1.4 This Request for Proposal is being issued as a part of the competitive selection process to invite the Bidders to submit the Proposals with the intent to enter into a PPP Agreement for the Project. Further details on the scope of work are available in Schedule H (Scope of Work) of this Request for Proposal.
- 1.1.5 Bidders are encouraged to submit their respective Proposals after visiting the Balochistan coast, identifying an appropriate Project Site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, Applicable Laws of Islamic Republic of Pakistan including but not limited to Balochistan Public Private Partnership Act, 2021, Balochistan Public Private Partnership Rules, 2022, the Balochistan Environment Protection Act 2012, the general and local conditions associated with implementing the Project and any other matter considered relevant by them. All costs related to the visits to the Balochistan coast and for identification of the Project Site shall be solely borne by the Bidders and, regardless of the Proposal and competitive selection process outcome, the Implementing Agency shall not be liable in any manner for any costs incurred as a result of such visit(s).
- 1.1.6 Any Proposal submitted in response to this Request for Proposal is submitted upon a full understanding and agreement of terms of this Request for Proposal and, therefore, the submission of Proposals in response to this Request for Proposal shall be deemed as acceptance to the said terms.
- 1.1.7 The recipients of this Request for Proposal are hereby invited to submit the Technical Proposal and the Financial Proposal in respect of the services required for the Project.
- 1.1.8 The Procuring Agencies intend to engage a private party on Public Private Partnership (PPP) mode.
- 1.1.9 The recipients of this RFP are hereby invited to submit a Bid in respect of the Project and the services required for the Project.
- 1.1.10 A brief description of the Project and its objectives are given in this RFP. Details are provided in Section 4 (*Terms of Reference*) (the "**TOR**").

- 1.1.11 The Bidders may write to the Implementing Agencies with respect to their comments and suggested changes to this RFP and technical specifications of the Project.
- 1.1.12 While the information set out, or referred to, or included by reference in this RFP, the Procuring Agencies give no representation whatsoever that this RFP (or any instrument/document issued hereunder) is comprehensive or that it has been independently verified.
- 1.1.13 The Procuring Agencies do not make any representation or warranty, express or implied, as to the accuracy or completeness of such information, or any information on which this RFP is based, or any other background or reference information or documents prepared and made available to the Bidders, and any liability related to such information is hereby expressly disclaimed.
- 1.1.14 Bidders will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against the Procuring Agencies with respect to such information.
- 1.1.15 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this RFP and, therefore, the submission of Bids in response to this RFP would be deemed as acceptance to the said terms.

1.2 AWARD OF PROJECT

- 1.2.1 It is anticipated that through the Competitive Selection Process, one (1) of the Bidders will be selected as the Preferred Bid Preferred Bidder (Best Evaluated Bid), who will then be offered the opportunity to incorporate the SPV in terms of this RFP and the LOA, which SPV shall subsequently enter into the PPP Agreement (as the Concessionaire) for the purposes of the Project.
- 1.2.2 The award of Project shall be made to such Bidder who is compliant with the technical and financial parameters as set out in this RFP.

1.3 INDICATIVE SCHEDULE

The key tentative dates (which may be extended by the Implementing Agency in its sole discretion) of the selection process are as follows:

Issuance of Request for Proposal	
RFP Issuance Date	December 31, 2025
Response of comments and queries on Request for Proposal	07 days prior to Proposal Submission Deadline
Submission of Proposal (the “ Proposal Submission Deadline ”)	11:00 AM PST on January 20, 2026
Opening of the Technical Proposals	11:30 AM PST on Proposal Submission Deadline
Presentation of Proposals to Evaluation Committee	Ten days from Opening of Technical Proposals
Opening of Financial Proposals	Ten days from Presentation to Evaluation Committee
Announcing the most advantageous Bidder (the Announcement)	Ten days from Opening of Financial Proposals
Allowing the Initiator of USP to match the most advantageous bid / best evaluated bid according to the BPPA Rule, 2022	Fifteen (15) days from Announcing the most advantageous Bidder / Best Evaluated Bidder
Issuance of Letter of Award	Within 07 days of announcement of the most advantageous Bidder

Signing of the PPP Agreement	Within 15 days of the issuance of Letter of Award
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***Note: All times mentioned in this Request for Proposal are in Pakistan Standard Time.**

1.4 STRUCTURE OF THIS RFP

1.4.1 This RFP contains the following volumes and their respective appendices and schedules:

- (a) VOLUME 1 – INSTRUCTIONS TO BIDDERS.
- (b) VOLUME 2 – TECHNICAL DOCUMENTS AND SCOPE OF WORK.
- (c) VOLUME 3 – DRAFT PPP AGREEMENT.

1.5 NO OBLIGATION TO SELECT OR PROCEED

1.5.1 Notwithstanding any other section in this RFP, by submission of a Bid by a Bidder, such Bidder and each firm, corporation or individual member of the same, acknowledges and agrees that:

- (a) the Procuring Agencies may, at their sole discretion, refuse to consider and completely withdraw from the Consultation and Selection Process; or decide to terminate the entire bidding process, prior to the acceptance of a Bid, without justifying the grounds thereof; or decide to proceed with the Project under a new procurement process (including any new PPP procurement process); or decide to proceed with the Project in some manner other than as a PPP; or reject any Bid that, in the sole opinion of the Procuring Agencies, is incomplete or irregular, contains exceptions or deviations that are unacceptable to the Procuring Agencies, or contains false or misleading statements, claims, or information, or omits any material information that must be submitted under this RFP by a Bidder or a Bidder's Collaborator, or for any other reason whatsoever as per BPP Rules;
- (b) the Procuring Agencies' decision with respect to the compliance or non-compliance of a Bid shall be final and binding and that the Procuring Agencies shall in no way be obliged to consult the Bidder in making their decisions; and
- (c) any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of the terms related to the aforementioned points (a) and (b) and therefore the submission of the Bids in response to this RFP would be deemed as an acceptance to the aforesaid terms.

1.6 COSTS AND EXPENSES INCURRED BY THE BIDDERS

1.6.1 All costs, expenses and liabilities incurred by any Bidder (including all its Consortium members, as applicable) in connection with the preparation and submission of the Bids, including the provision of any additional information, attendance at meetings, conducting due diligence, engagement of consultants, advisors and contractors etc., and in discussion with the Procuring Agencies shall be, in each case, borne by the Bidders (including all its Consortium members, as applicable).

1.7 DOCUMENTS

- 1.7.1 Bidders must prepare and submit their Bids in full compliance with the requirements of this RFP together with the submission of the documents, forms and instruments required for submission under this RFP.
- 1.7.2 Bidders requiring any clarification regarding this RFP and/or any documents/forms and instruments to be submitted pursuant to this RFP must notify the Procuring Agencies in writing, or by email, sent to the Procuring Agencies' address indicated in this RFP (*Data Sheet*). The

Procuring Agencies shall respond in writing or by email to such requests and copies of the response shall be sent to all Bidders.

- 1.7.3 At any time before the submission of the Bids, the Procuring Agencies may for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify any of the documents listed in RFP (*Data Sheet*) by amendment. The amendment shall be sent in writing or by email to all the Bidders and shall be binding on them. The Procuring Agencies may, at its sole discretion, extend the deadline for the submission of Bids.
- 1.7.4 Each Bidder (and in case the Bidder is a Consortium, the Lead Member) shall nominate a representative with whom the Procuring Agencies should liaise and shall provide such representative's details including designation and all relevant contact details. Legal documentation (e.g. power of attorney, board resolutions and/or other legally binding authorization) for appointment of the authorized representative of the Bidder (and in case the Bidder is a Consortium, the Lead Member) shall be provided with the Bid.

1.8 **SUBMISSION OF THE BIDS**

- (a) Each Bidder shall submit only one (1) Bid including one (01) original Technical Bid and one (1) original Financial Bid and four (4) hard copies of Technical Proposal, along with one (1) soft copy (on USB) of Technical Proposal, as indicated in Section 2 (*Data Sheet*).

Each Bid shall be in a separate envelope indicating the Bid as original or copy clearly marked as "ORIGINAL" and "COPY", as appropriate. The Technical Bid shall be placed in a sealed envelope clearly marked TECHNICAL BID and the Financial Bid in the sealed envelope clearly marked FINANCIAL BID. These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked: DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL AND FINANCIAL EVALUATION COMMITTEE. Any Bidder who submits or participates in more than one (1) Bid will be disqualified.

- (b) The original and each copy of the Bid shall be prepared in indelible ink and shall be signed by an authorized representative of the Bidders. The representative's authorization shall be confirmed by a written power of attorney accompanying the Bids.
- (c) Each Bid shall be bound in the hard book binding form. All pages of the Bid must be signed and stamped in original by the Bidder's authorized representative. All the pages must be numbered starting from the first page to the last.

ANY BID NOT SUBSTANTIALLY ADHERING TO THESE REQUIREMENTS MAY BE REJECTED BY THE TFEC.

- (d) In case of any discrepancy between the original and the copies of the Bid, the original shall prevail.
- (e) The Bid shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. Any such corrections shall be initialled by the authorized person or persons signing the Bid.
- (f) The Bids shall be delivered on or prior to the Bid Submission Date, and the Bids shall be opened in accordance with Section 2.2 (*Opening of Bids*).
- (g) The Bids shall be valid for the number of days as stated in this RFP from the date of opening of Technical Bids. During this period, the Bidders shall keep available the professional staff proposed for the assignment.
- (h) In case of a Consortium, a Joint Bidding Agreement shall also be submitted by the Bidders, specifically appointing a Lead Member of the Consortium and identifying the roles of each Consortium Member. Following the Bid Submission Date, there shall be no change in the Consortium, by addition/withdrawal of a consortium member or change in percentage

shareholding of any consortium member, except as may be permitted under the PPP Agreement.

- (i) The Integrity Pact, duly signed by the Procuring Agencies and the Bidders (in case the Bidder is a Consortium, by the Lead Member), shall be submitted.
- (j) Either a board resolution or an authority letter, authorising the person(s) signing the Bid on behalf of the Bidder, shall be submitted. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be submitted.
- (k) Each Bidder shall provide a Bid Security in a sealed envelope with its Technical Bid and such Bid Security shall be required to be valid for one hundred and eighty (180) days beyond the original Bid Validity Period. The Procuring Agencies may require to further extend the validity of Bid Security at its discretion, in accordance with the applicable laws.
- (l) The TFEC will evaluate the Bids to select the Preferred Bid Preferred Bidder (Best Evaluated Bid). The Bidder that, *inter alia*, submits a Compliant Bid which meets all the requirements in this RFP required by the Procuring Agencies for implementing the Project shall be considered, for selection, as the Preferred Bid Preferred Bidder (Best Evaluated Bid).

1.9 FINALIZATION OF THE TRANSACTION

- 1.9.1 Following completion of the bidding process under this RFP, once the Preferred Bid Preferred Bidder (Best Evaluated Bid) is announced, necessary negotiations will take place to finalize the PPP Agreement, provided that such negotiations shall not amend or vary any financial and/or technical aspects on which the Bids are invited. After the Preferred Bid Preferred Bidder (Best Evaluated Bid) is selected, the Procuring Agencies shall issue a letter of award (the "**Letter of Award/LOA**") to the Preferred Bid Preferred Bidder (Best Evaluated Bid), which shall require the Preferred Bid Preferred Bidder (Best Evaluated Bid) to accept the LOA in terms of the timelines contemplated in the LOA. Issuance of the LOA shall be subject to the necessary approvals and recommendations of the competent authority(ies).
- 1.9.2 The Preferred Bid Preferred Bidder (Best Evaluated Bid) shall, as a key condition of this RFP and the LOA (subsequent to the issuance of the LOA), procure, *inter alia*, incorporation of a *special purpose vehicle/company* (the "**SPV**") that shall be a locally registered company incorporated in accordance with the laws of Pakistan and such SPV shall be the Concessionaire for the purposes of the Project. The SPV shall, upon incorporation and finalization of the PPP Agreement, enter into the PPP Agreement (*as the Concessionaire*) for the purposes of the Project. The Concessionaire shall be obligated to replace the Bid Security (prior to the expiry of the Bid Security) with the Performance Security in terms of the LOA and the PPP Agreement. In case the Bid Security expires before the furnishing of the Performance Security, the Bid Security shall be renewed and kept valid by the Preferred Bid Preferred Bidder (Best Evaluated Bid) until the Performance Security has been furnished.
- 1.9.3 The Performance Security shall be submitted by the Concessionaire, subsequent to the issuance of the LOA, which shall be valid from the date of its submission until such date as mentioned in the PPP Agreement.
- 1.9.4 Should the Bidder refuse to sign the final version of the PPP Agreement with the Procuring Agencies in the agreed-upon form and content, the Procuring Agencies shall be entitled to encash the full amount of the Bid Security or the Performance Security (as the case maybe) and retain and use the proceeds at its sole discretion.
- 1.9.5 In the event that the Preferred Bid (Best Evaluated Bid) fails to provide the Performance Security to the Procuring Agencies sixteen (16) days prior to the expiry of the Bid Security, the Procuring Agencies shall become entitled, fifteen (15) days prior to the expiry of the Bid Security, to encash the Bid Security in full.

1.10 POTENTIAL CHANGES TO OR TERMINATION OF THE CONSULTATION AND SELECTION PROCESS

- 1.10.1 The Procuring Agencies may, at their sole discretion, at any time, and for any reason whatsoever, without becoming liable to any Bidder or to any other party, by way of addenda, modify, amend, or otherwise change all or any part of the RFP, including by amending the Consultation and Selection Process, by modifying the limits and scope of the Project, by extending any deadline or time limit specified herein, or by suspending, postponing, or terminating all or any part of the Competitive Selection Process. Any addendum shall be issued by the Procuring Agencies in writing and the same will be explicitly identified as an addendum to this RFP.
- 1.10.2 Without limiting the scope of Section 1.7.1 above, even though the Procuring Agencies intend to name a Preferred Bid Preferred Bidder (Best Evaluated Bid) and sign a PPP Agreement, if the Procuring Agencies fails to receive at least one (1) Compliant Bid for which all government approvals (excluding the environmental approbations required) have been obtained, the Procuring Agencies reserves the right to terminate the Competitive Selection Process.
- 1.10.3 If the Procuring Agencies terminate the Competitive Selection Process, the Procuring Agencies reserves the right to proceed with all or any part of the Project, including the use of some or all of a Bidder's ideas and concepts, based on the approach that the Procuring Agencies considers to be most suitable, which does not exclude the involvement of one or more of the initially selected Preferred Bid Preferred Bidder (Best Evaluated Bid)'s Collaborators.
- 1.10.4 In the event that the Procuring Agencies rejects or annuls all the Bids, it may, at its discretion, restart the Competitive Selection Process.
- 1.10.5 The Procuring Agencies reserves the right to terminate the Competitive Selection Process. The Procuring Agencies shall, upon request by any of the Bidder, communicate to such Bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.
- 1.10.6 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.7 (*Potential Changes To Or Termination Of The Consultation and Selection Process*) and, therefore, the submission of Bid in response to this RFP would be deemed as an acceptance to the said terms.

1.11 NO CONTRACT

- 1.11.1 No contract whatsoever is created by or arises from this RFP (with the exception of the Commitment Form found in **ANNEXURE E (Commitment Form)**), which, under no circumstances, constitutes an offer to enter into a contract with any party whatsoever.
- 1.11.2 The Procuring Agencies and/or the TFEC do not have an obligation, responsibility, commitment, or legal liability towards any Bidder or any Bidder's Collaborators arising from this RFP or any Bid submitted in response to it, or from the Competitive Selection Process.
- 1.11.3 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.8 (*No Contract*) and therefore the submission of Bid in response to this RFP would be deemed as an acceptance to the said terms.

1.12 NO COLLUSION

- 1.12.1 By submitting a Bid, the Bidder and each firm, corporation or individual member of the Bidder represents and confirms to Procuring Agencies with the knowledge and intention that Procuring Agencies may rely on such representation and confirmation that its Bid has been prepared without collusion or fraud, and is in fair competition with the other Bidders and the Bid of the other Bidders.

1.12.2 The Procuring Agencies reserve the right to disqualify any Bidder that, in the Procuring Agencies' opinion, has engaged in collusion in connection with the Project.

1.13 PROJECT TEAM

1.13.1 The Procuring Agencies are managing and coordinating activities related to the Competitive Selection Process and matters relating to the same.

1.13.2 The Procuring Agencies have designated a project director who has been mandated to oversee the entire work required to be carried out in respect of the Project.

1.13.3 Any other person or enterprise that has a contract with the Procuring Agencies to work on this Project is ineligible to participate in the Competitive Selection Process, unless specifically exempted by the Procuring Agencies.

1.14 No CLAIMS

1.14.1 The Procuring Agencies shall not be liable for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Bidder or any firm, corporation or individual member of a Bidder, in preparing and submitting a Bid or participating in negotiations for the PPP Agreement or any other activity related to or arising out of this RFP. In furtherance of the foregoing, the Bidder shall participate in the Competitive Selection Process based on a clear understanding that the Procuring Agencies, its entities and its relevant stakeholders in the Project (including, *inter alia*, the PPP Unit, any other department of Government of Balochistan and the TFEC) and, in each case, their employees, personnel, agents, consultants, advisors, legal advisors and contractors etc., stand released from such claims. For avoidance of doubt, the afore-stated release and its acceptance by the Bidders is a pre-condition to participation in the Competitive Selection Process.

1.15 No CONFLICT

1.15.1 There shall be no conflict of interest (the "**Conflict of Interest**") of any of the Bidders that affects the Competitive Selection Process. In case a Bidder contemplates any Conflict of Interest, till the issuance of the LOA, the Bidder shall immediately notify the Procuring Agencies in writing of such Conflict of Interest. Moreover, in the event the Procuring Agencies identify any Conflict of Interest through their sources, the Procuring Agencies shall, in their sole discretion, decide whether such conflict constitutes a Conflict of Interest. In case any Bidder is found to have a Conflict of Interest, it shall be disqualified. In the event of disqualification, the Procuring Agencies shall encash and appropriate the Bid Security (submitted by the Bidder in accordance with the terms of this RFP), as mutually agreed genuine pre-estimated compensation and damages payable to the Procuring Agencies for, *inter alia*, the time, cost and effort of the Procuring Agencies, including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to the Procuring Agencies hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Competitive Selection Process, if, *inter alia*:

- (a) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder, or a constituent thereof in the other Bidder (s) (or any of its constituents), is less than three percent (3%) of its paid up and subscribed capital; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder (other than the subsidy is made to one Bidder, as allowed in subsection (a) above); or

- (d) such Bidder has the same legal representative for purposes of the Bid as any other Bidder; or
- (e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bidder of either or each of the other Bidder; or
- (f) such Bidder has participated as a consultant to the Procuring Agencies in the preparation of any documents or technical specifications of the Project.

1.15.2 A Bidder shall be liable for disqualification and forfeiture of its Bid Security if any legal, financial or technical adviser of the Procuring Agencies in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to the Project during the Competitive Selection Process. In the event any such adviser is engaged by the Preferred Bid Preferred Bidder (Best Evaluated Bid) or the Concessionaire, as the case may be, without prejudice to any other right or remedy of the Procuring Agencies (including the encashment and appropriation of the Bid Security or the Performance Security, as the case may be) which the Procuring Agencies may have thereunder or otherwise, the LOA or the PPP Agreement, as the case may be, shall be liable to be terminated without the Procuring Agencies being liable, in any manner whatsoever, to the Preferred Bid Preferred Bidder (Best Evaluated Bid) or Concessionaire for the same.

1.15.3 The Procuring Agencies reserve the right to disqualify any Bidder that in the Procuring Agencies' opinion has a Conflict of Interest, whether such conflict exists now or is likely to arise in the future.

Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 1.13 (*No Conflict*) and therefore the submission of a Bid in response to this RFP would be deemed as an acceptance to the said terms.

1.16 ONLY ONE PROPOSAL

1.16.1 A Bidder shall only submit one (1) Proposal including any Proposal submitted by a Bidder with a Consortium. If a Bidder submits or participates in more than one (1) Proposal, such Bidder shall be disqualified.

2.1 INFORMATION FOR BIDDERS

2.1.1 THE ASSIGNMENT

The project envisages development of 'Shrimp Farming Project' in Damb, Balochistan wherein 50 acres of land is available currently. The proposal will be situated in Damb, Balochistan. Key Objectives of the Project Include: (1) Transforming Coastal Land into Revenue-Generating Hubs; (2) Job Creation and Business Development, and (3) Boosting Local Economic Development Through Sustainable Initiatives. The project will host 60 ponds. The project is commercial in nature however it entails socio-economic benefit wherein almost 1,000 direct and indirect jobs will be created. The success of the project will also create opportunity to promote alternate livelihood on the coastal belt for the fishermen community. The project is export-oriented in nature.

The total annual expected Production is around ~2,000 tons head-on shrimp in first year. Total Concession Period is 21.5 year, where, 0.5 year for financial close, construction time for the project is 01 year and O&M period is 20 years. The technology deployed will be Biofloc/recirculating aquaculture with near-zero water exchange.

As the project carried both commercial and socio-economic aspect, the Government of Balochistan will provide electricity to the project site.

2.1.2 PROJECT OPERATION PERIOD

In addition to the matters set out in this RFP, it is currently envisaged that the term of the Project will be for Twenty (20) years (O&M Period), further extendable for additional term(s) of Twenty one (20) years (O&M Period) each subject to satisfactory performance of the Concessionaire in accordance with terms and conditions defined in the final PPP Agreement.

Following the expiry of the Project term, possession of the Project related assets shall be transferred to the Procuring Agencies. The Project shall be structured pursuant to the PPP Agreement, to be entered into between the Procuring Agencies and the Concessionaire (being the SPV to be established and incorporated under the laws of Pakistan for the purposes of the Project by the enterprise or the Consortium that, further to this RFP and the final selection process, is declared the Preferred Bid Preferred Bidder (Best Evaluated Bid) and is issued the LOA). The Project will be awarded through a Competitive Selection Process open to Bidders.

Any other errors or omissions in a Bid will not result in its automatic rejection. The TFEC reserves the right to ask Bidders to correct any errors or omissions in their Bid, to the TFEC's satisfaction, within the time limits specified in the request. However, under no circumstances can Bidders amend the Financial Bid as a result of clarifying or rectifying their Bid.

2.1.3 QUERIES AND CLARIFICATIONS

- (a) Queries and clarifications relating to the technical matters, matters relating to this RFP and financial matters, shall reach at least seven (07) Business Days prior to bid opening date, as such time period and number of meetings may be extended or amended at the sole discretion of the Procuring Agencies.
- (b) All such queries and clarification bearing reference of the Project shall be sent on email.
- (c) The Bidders are requested to submit any substantive questions in writing or through fax or email to reach the Procuring Agencies, unless otherwise permitted by Procuring Agencies in their sole and absolute discretion, preferably not later than four (4) Business Days prior to bid openings date.
- (d) It shall be assumed by the Procuring Agencies that all the queries, comments and concerns of the Bidders have been addressed and answered post email response.

Furthermore, any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms related to this Section 2.1.3 and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

2.1.4 LANGUAGE

The Proposal as well as all related correspondence exchanged by the Bidders and the Implementing Agency shall be written in English.

2.1.5 PROJECT LIAISON

The contact details for the primary persons designated for this RFP are:

To	:	CEO, BPPP
ATTENTION	:	DIRECTOR PROJECT, BALOCHISTAN PPP AUTHORITY
PHONE	:	+92-81-250 3098
ADDRESS	:	49-A, JINNAH TOWN, QUETTA.

2.1.6 BID SUBMISSION: TIME AND PLACE OF DELIVERY

All Bids shall be submitted in a sealed envelope no later than **11:00 A.M.**(Pakistan Standard Time) on the Bid Submission Date (the “**Bid Submission Time**”) to the following address and marked for the attention of:

ATTENTION	:	CEO, BPPP
ADDRESS	:	49-A, JINNAH TOWN, QUETTA.
TELEPHONE	:	+92-81-250 3098

- 2.1.7 Bids received after the Bid Submission Time shall be returned to the sender unopened. Bidders are responsible for ensuring that their Bids are submitted at the time and place specified in Section 2.1.5 (*Bid Submission: Time and Place of Delivery*).
- 2.1.8 The sealed envelope shall include one (1) original Technical Bid and four (04) hard copies, with one soft copy of Technical Proposal (on USB) and shall also include additional relevant supporting documents and forms, as identified in this RFP and as per the guidelines given in Section 2 (*Data Sheet*).

2.2 OPENING OF THE BIDS

- 2.2.1 The Procuring Agencies will open the Bids at the Committee Room of the BPPP, Bungalow No. 49 - A, Jinnah Town, off Samungli Road, Quetta, in the presence of Bidders or their authorized representatives who choose to attend, at a Bid opening meeting. The Bidder representatives who are present shall sign a register in evidence of their attendance.
- 2.2.2 The Technical Proposals will be opened on the Bid Submission Date at the address mentioned above at **11:30 A.M.** PST.

2.3 TECHNICAL AND FINANCIAL EVALUATION COMMITTEE (TFEC)

- 2.3.1 The Bids will be reviewed by a TFEC constituted in accordance with the applicable laws and the requirements set out in this RFP. The TFEC will select such Bidder as the Preferred Bid Preferred Bidder (Best Evaluated Bid) who has submitted a Compliant Bid, in addition has met the eligibility criteria and the technical evaluation criteria and has offered the Most Advantageous Bid based on the financial evaluation criteria set out in this RFP.

2.4 BID EVALUATION PROCESS

- 2.4.1 The examination and review of the Bids shall commence after the opening of Bids. The Bids shall be evaluated based on the criteria set out in this RFP.
- 2.4.2 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.4 (*Bid Evaluation Process*) and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

2.5 EVALUATION CRITERIA

- 2.5.1 The TFEC shall carry out its review and examination of the Bids submitted by Bidders.
- 2.5.2 The Bid must be submitted at the place and by the deadline specified in Section 2.1.5 (*Bid Submission: Time and Place of Delivery*).
- 2.5.3 The Commitment Form, with no amendments or changes thereto, must be signed by the Bidder and its Members.
- 2.5.4 Duly passed resolutions giving the representative of the Bidders (and each of its Members, in case of a Consortium) signing authority must accompany the Bid. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be provided.
- 2.5.5 The declaration, in form and substance attached hereto as **ANNEXURE F (Declaration)**, with no amendments or changes thereto, must be signed by the Bidders and their Members.
- 2.5.6 Further, the Integrity Pact, identical in form and content to the one found in **ANNEXURE G (Integrity Pact)**, with no amendments or changes thereto, must be signed by the Bidder.

2.5.7 COMMERCIAL COMPLIANCE

- (a) In case the Bidder is a Consortium, once the Bid is submitted, such Bidder must be bound by the Joint Bidding Agreement.
 - (b) Key Individuals who are not employees of the Bidder or of a Member of the Bidder must complete and sign the Commitment Form as provided in **Annexure E (Commitment Form)**, with no amendments or changes thereto.
 - (c) Bid must not be conditional.
- 2.5.8 A Bid submitted in response to this RFP by a Bidder shall contain *inter alia*, the following:
 - (a) The information specified in Section 3 (*Standard Bid Forms*).
 - (b) A Technical Bid meeting the requirements set out under this RFP.
 - (c) A Financial Bid meeting the requirements set out under this RFP.

2.5.9 SCORING CRITERIA – TECHNICAL EVALUATION OF BID

- (a) The Bid of only those Bidders shall be considered who meet the Basic Eligibility Criteria set forth in **ANNEXURE A (Basic Eligibility Criteria)** of this RFP.
- (b) The TFEC shall carry out its evaluation, applying the evaluation criteria and point system specified in this RFP. Each responsive Technical Bid shall be attributed to a score out of a total of one hundred (100) points.

- (c) After complete evaluation of the Technical Bids, the Financial Bids of the Bidders, who have been qualified technically, shall be opened and evaluated. This qualification shall be based on the Bidder achieving a technical score, equal or higher than seventy (70) points.
- (d) Technical Bids scoring less than seventy percent (70%) points shall be rejected.

The detailed evaluation criteria is set out in **ANNEXURE B (Technical Evaluation Criteria)** below.

2.5.10 FINANCIAL EVALUATION:

- (a) The TFEC will select such technically qualified Bidder as the PREFERRED BID PREFERRED BIDDER (BEST EVALUATED BID), who has the Most Advantageous Bid in accordance with the requirements of this RFP.

2.6 OTHER CONSIDERATIONS

- 2.6.1 The Bids must not be qualified, in any way whatsoever, apart from as allowed under this RFP and must be submitted strictly in accordance with this RFP.
- 2.6.2 All Bids and other supporting documents shall be typed in the English language and state all monetary amounts in Pakistan Rupees (PKR).
- 2.6.3 The Bids must be signed by the authorized signatory of each of the Bidders and where applicable, each Consortium member, signing under a power of attorney, substantially in the form specified in **ANNEXURE D (Power of Attorney)**, a copy of which is to be provided with the Bids.
- 2.6.4 The Bid submitted in response to this RFP must also accompany a board resolution or an authority letter, authorising the person(s) signing the Bid documents on behalf of the Bidder. In case the Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative on behalf of the Bidder to sign the Bid documents shall be provided.

2.7 CLARIFICATION OF BIDS

- 2.7.1 The TFEC may, at its discretion, during the evaluation after the Bid Submission Date, invite a Bidder to provide a presentation and/or clarification of its Bid, either in writing or by meeting directly with the TFEC. The TFEC is not required to invite any such presentation and/or clarification, or to have a meeting with any Bidder, and the TFEC may, at its discretion, invite such presentations or clarifications from only one (1) or some of the Bidders. The TFEC may consider such presentations and clarifications in the evaluation of a Bid.
- 2.7.2 Except upon invitation and request from the TFEC, no additional information may be submitted after the Bid Submission Date. The TFEC will have no obligation to request a Bidder to provide missing or deficient information.
- 2.7.3 Any Bids submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.7 (*Clarification of Bids*) and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the said terms.

2.8 SELECTION OF PREFERRED BID PREFERRED BIDDER (BEST EVALUATED BIDER)

- 2.8.1 The TFEC will make the selection of the Preferred Bid Preferred Bidder (Best Evaluated Bid) in accordance with the terms of this RFP.
- 2.8.2 Any Bid submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.8 (*Selection Of Preferred Bid Preferred Bidder (Best Evaluated Bid)*) and, therefore, the submission of Bids in response to this RFP would be deemed as an acceptance to the aforesaid terms.

2.8.3 Subsequent to finalization of evaluation by the TFEC, the Procuring Agencies shall invite the Initiator of the USP under the stipulations of Rule 43 of Balochistan Public Private Partnership Rules, 2022.

2.9 RIGHT TO NEGOTIATE

2.9.1 Subject to the requirement of the applicable laws, BPPP Rules and the PPP Act, after selection of the Preferred Bid Preferred Bidder (Best Evaluated Bid), the Procuring Agencies reserve the right to negotiate changes to the Bid or to any of the terms of the PPP Agreement, provided however, the Preferred Bid Preferred Bidder (Best Evaluated Bid) will not be entitled to initiate changes to its Bid except voluntarily discounts, or to the PPP Agreement.

2.9.2 Any Bids submitted in response to this RFP is submitted upon a full understanding and agreement of terms of this Section 2.9 (*Right to Negotiate*), and the terms of this RFP and, therefore, the submission of Bid in response to this RFP would be deemed as an acceptance to the aforesaid terms.

3.1 INFORMATION CONCERNING THE BIDDER

3.1.1 DESCRIPTION OF THE BIDDER

Each Bidder must provide the following information:

- (a) A detailed description of the Bidder, including:
 - (i) legal name;
 - (ii) complete head office/branch office/subsidiary contact information, including mailing address, telephone and fax numbers, and an e-mail address; and
 - (iii) incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Pakistan. If the Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.
- (b) In case of a Consortium, the members of the Consortium shall enter into a binding Joint Bidding Agreement for the purpose of submitting the Bid. The legally binding and enforceable Consortium Agreement between each Consortium Member shall include, at a minimum, the following representations, undertakings, terms, conditions and requirements:
 - (i) mention date and place of signing;
 - (ii) convey the intent to form an SPV (with shareholding/ownership commitment(s)) which would enter into the PPP Agreement and subsequently perform all the obligations of the Concessionaire in terms of the PPP Agreement, in case the Project is awarded to the Consortium;
 - (iii) Specify the designated Lead Member, nominated by the Consortium, as its representative and clearly outline the proposed roles and responsibilities, if any, of each member (including each Member). Mention delineation of duties, responsibilities and scope of work to be undertaken by each Member along with resources committed by each partner/member of the Consortium for the proposed services;
 - (iv) Each Consortium Member shall authorise the Lead Member to sign and submit the Bid on its behalf and participate in the Bidding Process.
 - (v) The proportion of the Ownership Stake in the SPV to be held by each Consortium Member in the SPV.
 - (vi) commit that all of the Members (whose credentials will be evaluated for the purposes of this RFP) shall subscribe to a cumulative of one hundred percent (100%) of the paid-up capital of the Concessionaire. The Lead Member shall undertake, and all Consortium Members shall confirm, that the Lead Member shall maintain a minimum of fifty-one percent (51%) Ownership Stake in SPV. Further, it shall also commit that the members of the Consortium shall neither undertake nor shall they permit: (A) a change in the Consortium, by addition/withdrawal of a consortium member or change in percentage shareholding of any consortium member, except as may be permitted under the PPP Agreement; (B) any change in control of the Concessionaire except as permitted under the PPP Agreement. Further, it shall also commit that no member of the Consortium shall, express with the prior written consent of the

Procuring Agencies, sell, transfer, convey or otherwise dispose its direct and/or indirect, legal and/or beneficial ownership in the Concessionaire;

- (vii) The other Consortium Members should hold at least three percent (03%) Ownership Stake in the SPV and there cannot be more than five (5) Consortium Members in a Consortium.
 - (viii) Confirmation that the terms of the Consortium Agreement shall not be changed, amended or modified in any manner during the Bidding Process without prior consent of the Procuring Agencies, provided that no such change shall impact the minimum requirements set out in the RFP.
 - (ix) mention duties, responsibilities and powers of the Lead Member;
 - (x) provide for the members of the Consortium to undertake that they shall collectively submit/include a statement to the effect that all members of the Consortium shall be liable, jointly and severally, for all obligations of the Concessionaire in relation to the Project; and
 - (xi) except as provided under this RFP, there shall not be any amendment to the Joint Bidding/Consortium Agreement without the prior written consent of the Procuring Agencies.
- (c) In case of a single Bidder (not being a Consortium), it must provide with an undertaking that it shall be liable for all obligations of the Concessionaire in relation to the Project. Further, in case of a single Bidder, the Bidder shall neither undertake nor shall it permit any change in control of the Concessionaire. Further, in case of a single Bidder (not a Consortium), the Bidder shall not, except with the prior written consent of the Procuring Agencies, sell, transfer, convey or otherwise dispose its direct and/or indirect, legal and/or beneficial ownership in the Concessionaire.
 - (d) Annual audited financial statements for the past three (03) years audited by registered audit firm in the relevant jurisdiction along with tax returns of past three (03) years, if applicable must be provided by each Member of the Bidder.
 - (e) Complete profile of the Bidder, including all the previous transactions it has undertaken in the similar field, particularly highlighting all such projects involving and/or undertaken for the Procuring Agencies by the Bidder in any manner whatsoever.
 - (f) In case, after Bid Submission Date, a Bidder requests the Procuring Agencies to amend any part of the Bid, including but not limited to, change in Joint Bidding Agreement, which is not accepted by the Procuring Agencies/TFEC or acceptable by Procuring Agencies /TFEC according to this RFP and/or the applicable laws, in such case, the Bid may be deemed withdrawn by the Procuring Agencies, within the time period as stipulated in the correspondence between the Procuring Agencies and such Bidder. The Bid Security of such Bidder shall be forfeited in favour of the Procuring Agencies.

3.1.2 ROLES OF MEMBERS

Each Bidder must describe in detail the individual roles of their Members, as well as the nature of their planned legal relationships between them. They must also produce a complete corporate organizational chart depicting interrelationships.

3.1.3 ROLE OF KEY INDIVIDUALS

The Bidder must describe in detail the roles of Key Individuals by drawing up one or more organizational charts for the various stages indicating each person's function and relationships during these stages, including the roles of Key Individuals.

3.1.4 INTELLECTUAL PROPERTY RIGHTS

The Bidder must provide a list of intellectual property rights together with the assignments and transfers and the licenses of intellectual property rights for all concepts, ideas and property developed or incorporated, in any manner, in the Bid, including copyright, inventions and other intellectual property rights and in respect of which it is or is not the owner of the intellectual property rights.

3.1.5 SUPPORTING INFORMATION & DOCUMENTATION

Each Bidder may submit any other supporting information or documentation that may assist the TFEC in the evaluation process and the same may be annexed to the Bid.

3.2 BID SECURITY

- 3.2.1 A Bid submitted in response to this RFP, submitted by the Lead Member in case of consortium, must be accompanied by a Bid Security, which shall remain valid for a period of One Hundred Eighty (180) days beyond the Bid Validity Period.
- 3.2.2 The Bid Security submitted by the Bidders, other than Preferred Bid Preferred Bidder (Best Evaluated Bid), shall be returned upon signing of the PPP Agreement or upon the expiry of the Bid Validity Period.
- 3.2.3 Any Bid not accompanied by the required Bid Security or accompanied by a Bid Security in any amount less than that required or other than in the form as required by this RFP shall be, in each case, rejected by the Procuring Agencies as non-responsive. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained.
- 3.2.4 The Bid Security or Performance Security (as applicable) may be encashed by the Procuring Agencies in the following circumstances:
- (a) In the case of a Preferred Bid Preferred Bidder (Best Evaluated Bid), if it fails within the specified times to:
 - (i) comply with the instructions laid down in the Letter of Award within the time period stipulated therein;
 - (ii) furnish the necessary Performance Security when required;
 - (iii) sign the PPP Agreement; and
 - (iv) achieve all the conditions precedents agreed in the signed PPP Agreement.
 - (b) In the case of a Preferred Bid Preferred Bidder (Best Evaluated Bid), in accordance with the PPP Agreement;
 - (c) In case a Bidder withdraws its Bid after the Bid Submission Date;
 - (d) In case of an occurrence of a Concessionaire's event of default in terms of the PPP Agreement.

3.3 INFORMATION CONCERNING THE DEVELOPMENT OF THE TECHNICAL BID

- 3.3.1 Bids submitted by a Bidder must contain all of the items specified in this RFP (including Section 3.5 (*List Of Standard Bid Technical Forms*)) and must adhere to the format described herein. In addition, Bidders must ensure that their Technical Bid is consistent with their Financial Bid.

- 3.3.2 The Technical Bid will provide the Procuring Agencies with the means for assessing the Bidder's ability to comply with the Project requirements issued in this RFP.

3.4 FORMAT OF FINANCIAL BID

- 3.4.1 The Financial Bid shall be provided in accordance with the format attached as Form H - 8 (*Financial Bid Form*) on the Bid Submission Date.
- 3.4.2 Under no circumstances shall the Procuring Agencies consider/accept a conditional Bid.

3.5 LIST OF STANDARD BID TECHNICAL FORMS

The standard forms for the Technical Bid are provided in **Annexure H (Technical Form)**.

- FORM – H-1 BASIC INFORMATION FORM;
- FORM – H-2 HISTORICAL NON-PERFORMANCE, BLACK LISTING AND PENDING LITIGATION;
- FORM – H-3 FINANCIAL SITUATION;
- FORM – H-4 CURRENT CONTRACT COMMITMENTS/WORKS IN PROGRESS;
- FORM – H-5 DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY COMPLETED;
- FORM – H-6 CVs OF PROPOSED EXPERTS;
- FORM – H-7 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN
- FORM – H-8 FINANCIAL BID FORM

Any additional information that may be necessary for the Bid.

4.1 PROJECT TERM AND PARTIES

4.1.1 PARTIES

The PPP Agreement will establish the rights and obligations of both the Procuring Agencies and the Concessionaire. It will be signed between the Procuring Agencies and the Concessionaire at the conclusion of the Competitive Selection Process.

4.1.2 TERM OF O&M PERIOD

The term of the PPP Agreement will, unless specified otherwise agreed in the PPP Agreement, be for Twenty (20) years (O&M Period), further extendable for additional term(s) subject to satisfactory performance of the Concessionaire in accordance with terms and conditions defined in the final PPP Agreement.

4.2 OWNERSHIP

The Concessionaire shall enjoy the licensing for the designated Project tenure but not the ownership of the Project and related assets will always remain with the Procuring Agencies at all times (prior to, during, and after the Project timelines).

4.3 PROJECT SCOPE

The Project details and scope of the work of the Concessionaire is provided in this RFP (*Project Details and Scope of Work*).

4.3.1 PROJECT COST

(a) The Bidder agrees that if, further to this RFP and the Competitive Selection Process, it is declared the Preferred Bid Preferred Bidder (Best Evaluated Bid) and is issued the LOA, it shall incorporate the SPV for the purposes of being the Concessionaire, which who will implement the Project. Such Preferred Bid Preferred Bidder (Best Evaluated Bid), as proposed in the Bid shall maintain its shareholding in the Concessionaire in accordance with the requirements of the PPP Agreement which shall be in accordance with the Bid.

4.3.2 HAND-OVER OF THE PROJECT

The Concessionaire will be responsible for handing over the Project to the Procuring Agencies in a good working condition, at the end of the Project term, as specified in the PPP Agreement.

4.4 ALLOCATION OF RISKS AND RESPONSIBILITIES

4.4.1 All risks and obligations of the Procuring Agencies and the Concessionaire shall be in accordance with the PPP Agreement and the Bidders shall be deemed to have full and complete understanding of the risks relating to the Project and their allocation, as set out in the PPP Agreement.

4.5 SPECIFIC TAXATION FRAMEWORK

4.5.1 The Concessionaire shall be liable to pay federal, provincial and local taxes, duties, levies and other charges with respect to the Project.

4.5.2 By submitting the Bid, the Bidder acknowledges the acceptance of all tax related obligations. For the sake of clarity, the Concessionaire shall be required to pay all the taxes, duties, levies, stamp

duties, rents, and other charges payable to any local government, provincial or federal government (as applicable).

4.6 ENVIRONMENTAL MATTERS

- 4.6.1 The Procuring Agencies are committed to respecting the environment on all of its projects. The Concessionaire will be required to ensure that the Project is carried out in accordance with all applicable laws relating to the environment.

4.7 KEY PERFORMANCE INDICATORS (KPIs)

- 4.7.1 The KPIs related to the operations, maintenance and availability of the Project will be incorporated in the PPP Agreement.

5 Evaluation of Bids

5.1 EVALUATION CRITERIA

- 5.1.1 Bids of only those Bidders shall be considered who meet the basic eligibility criteria.
- 5.1.2 In addition, the Bidders shall be evaluated against the evaluation criteria for the Technical Proposals and the Financial Proposals set out in respective Sections of the RFP.
- 5.1.3 The Evaluation Committee shall attribute a technical score to responsive Technical Proposals.
- 5.1.4 Technical Proposals scoring less than seventy (70) points shall be rejected. The technical score shall be calculated as follows:

SR. NO.	CRITERIA	WEIGHTAGE/ MARKS
A.	Human Resource and Staffing Requirements	10
B.	Technical Experience – Prior Experience	20
C.	Financial Capability	30
D.	Project Development Experience	25
E.	Business Approach and Methodology	10
F.	Site Visit and Project Business Plan report	05
	Total	100

For technical qualification, a Bidder must score at least seventy (70) or more marks. The detailed technical evaluation criteria for Technical Proposal is set out in relevant section of the RFP.

- 5.1.5 After complete evaluation of the Technical Proposals, the Financial Proposals of the Bidders, who have been qualified technically, shall be evaluated as per the requirements set out in Volume I (*Bidding Procedure*) of the RFP.

5.2 SUCCESSFUL BIDDER

- 5.2.1 The Bidder who secures the highest marks based on the financial evaluation criteria, and whose Bid is determined to be the Best Evaluated Bid in terms of the Applicable Evaluation Documents, shall be declared the Successful Bidder.
- 5.2.2 In the event it is determined that the highest marks scored based on the financial evaluation criteria by Bidders are achieved by two (2) or more Bidders, the Bidder (among such tied Bidders) who secured higher marks based on the technical evaluation criteria and whose Bid is determined to be the Best Evaluated Bid in terms of the Applicable Evaluation Documents, shall be declared the Successful Bidder.

5.3 EVALUATION COMMITTEE RIGHT TO VERIFY DOCUMENTS

- 5.3.1 The Evaluation Committee retains the right to verify particulars regarding any information, statements and/or documents furnished with a Bid. Any Bidder found to be misrepresenting information may be disqualified at any stage of the Bidding Process and their Bid Security shall be forfeited.

6. Award of Concession

6.1 AWARD CRITERIA

- 6.1.1 The Evaluation Committee, subject to approval by the Executive Committee, shall award the Concession to the Bidder whose Bid has been determined to be the Best Evaluated Bid in terms of the requirements of the Applicable Evaluation Documents, provided that such Bidder continues to be eligible in accordance with the requirements set out in the Annexure A (*Basic Eligibility Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP.

6.2 PROCURING AGENCIES RIGHT TO ACCEPT / REJECT BIDS

- 6.2.1 No Bid shall be considered to have been accepted, unless such acceptance is confirmed in writing and notified to the Successful Bidder by the Procuring Agencies.
- 6.2.2 The Procuring Agencies reserves the right to annul the Bidding Process and reject all Bids at any time prior to the issuance of the Notification of Award, without thereby incurring any liability to Bidders or providing any reason for rejection of the Bids. In case of such annulment, all the Bid Securities, shall be promptly returned to the Bidders. The decision of the Procuring Agencies shall be final and binding and no correspondence shall be entered into with the Bidders, except as provided in the Applicable Evaluation Documents.
- 6.2.3 The Procuring Agencies shall not be responsible for, or pay for, any expenses or losses which may be incurred by any Bidder in the preparation of, or in connection with, its Bid.
- 6.2.4 Each Bidder fully waives off any and all rights to claim in respect of such expenses or losses and agrees to indemnify the Procuring Agencies, its affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs or expenses of any kind incurred by any of them.

6.3 NOTIFICATION OF AWARD

- 6.3.1 Prior to expiration of the Bid Validity Period, the Procuring Agencies shall notify the Successful Bidder through the Notification of Award that its Bid has been accepted.
- 6.3.2 The Successful Bidder shall acknowledge and return the Notification of Award with its acceptance (the "**Acceptance of Notification of Award**") within seven (7) days of the issuance of Notification of Award, failure of which may constitute sufficient grounds for the annulment of the award and forfeiture of its Bid Security.

6.4 FORMATION OF SPV BY THE SUCCESSFUL BIDDER

- 6.4.1 The Successful Bidder shall incorporate a wholly owned SPV (i.e., the Concessionaire) that shall be incorporated in accordance with the laws of Pakistan exclusively for the implementation of the Project.
- 6.4.2 The Successful Bidder / SPV shall be obligated to replace the Bid Security (prior to expiry of the Bid Security) with the Performance Security.

6.5 PERFORMANCE SECURITY

- 6.5.1 The Successful Bidder / SPV shall, within twenty-eight (28) days of issuance of the Notification of Award or such extended date as may be specified by Procuring Agencies in its sole discretion, but in any case prior to execution of the PPP Agreement, furnish to Procuring Agencies a satisfactory Performance Security as per the provisions of the PPP Agreement and shall maintain the same in full force and effect until the Performance

Security Expiry Date, in accordance with the requirements of the PPP Agreement and the RFP.

- 6.5.2 Failure of the Successful Bidder to comply with the requirements of Sub-Section 6.5.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of its Bid Security. Prior to execution of the PPP Agreement, the Performance Security may be encashed for the same reasons as the Bid Security and for such other purpose as specified in the RFP. Following execution of the PPP Agreement, the Performance Security shall be encashed in terms of the PPP Agreement.

6.6 SIGNING OF THE PPP AGREEMENT

- 6.6.1 The PPP Agreement shall be executed between, the Procuring Agencies and the SPV (as the Concessionaire), within thirty (30) days of issuance of the Notification of Award or successful conclusion of the negotiations or within such extended timeline as determined by the Procuring Agencies in its sole discretion. In case the PPP Agreement is not executed within the aforesaid timeline, the Bid Security or the Performance Security (as applicable) shall be encashed by Procuring Agencies and the award shall be cancelled, if such failure is due to reasons attributable to the Successful Bidder.

7. Other Considerations

7.1 CONFIDENTIALITY

- 7.1.1 No Bidder shall contact the Procuring Agencies /TFEC on any matter relating to its Bid following the time of submission of its Bid.
- 7.1.2 Any attempt by a Bidder to influence the Procuring Agencies /TFEC in relation to the Bidding Process may result in the rejection of its Bid and encashment of its Bid Security.
- 7.1.3 Notwithstanding Sub-Section 7.1.2 of the Instructions to Bidders, from the time of Bid opening to the time of award of the Concession, if any Bidder wishes to contact the Procuring Agencies /TFEC on any matter related to the Bidding Process, it should do so in writing.
- 7.1.4 Information relating to the examination, clarification, evaluation and recommendation for the Bidder shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Parties in relation to, or matters arising out of, or concerning the Bidding Process. The Procuring Agencies will endeavour to treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Procuring Agencies may not divulge any such information, unless it is directed to do so by any statutory entity that has the power under law to require its disclosure, is required under the applicable laws in Pakistan, or it is to enforce or assert any right or privilege of the Procuring Agencies, a statutory entity.
- 7.1.5 All information supplied by the Procuring Agencies in connection with this RFP, shall be treated as confidential and the Bidders shall not, without the prior written consent of the Procuring Agencies, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by applicable law). Subject to the provisions of this RFP, the RFP shall remain the property of the Procuring Agencies and is issued solely for the purpose of preparation and submission of the Bid in accordance herewith.
- 7.1.6 The RFP and every part of it and all other information provided by or on behalf of the Procuring Agencies must be treated as private and confidential. Bidders shall not disclose the fact that they have been invited to submit a Bid or release details of the Procuring Agencies other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Bids.
- 7.1.7 Bidders shall not at any time release any information concerning the RFP and/or their Bid and/or any related documents and/or any discussion with the Procuring Agencies in this connection for publication in the press or on radio, television, screen, social media or any other medium without the prior written approval of the Procuring Agencies.
- 7.1.8 Each Bidder undertakes to indemnify the GoB Parties and to keep the GoB Parties indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Section 7.1 (*Confidentiality*).
- 7.1.9 Any Bid submitted in response to the RFP is submitted upon a full understanding and agreement of terms of this Section 7.1 (*Confidentiality*) and therefore the submission of the Bid in response to the RFP would be deemed as an acceptance to the said terms.

7.2 CORRUPT AND FRAUDULENT PRACTICES

- 7.2.1 The Procuring Agencies /TFEC will reject a Bid if it determines that a Bidder (or a Consortium Member, if applicable) (including any of its Affiliates) has, directly or through

an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the Bidding Process. Procuring Agencies /TFEC may declare a Bidder (or a Consortium Member) ineligible, or blacklist a Bidder (or a Consortium Member) in accordance with the Regulations for Blacklisting of Bidders, Contractors, Suppliers and Consultants, 2023.

7.2.2 Coercive, collusive, corrupt, fraudulent or obstructive practices, for the purposes of Sub-Section 7.2.1 of the Instructions to Bidders shall have the following meaning:

7.2.2.1 **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

7.2.2.2 **“Collusive practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain;

7.2.2.3 **“Corrupt practice”** means the offering giving, receiving or soliciting directly or indirectly of anything of value to influence the acts of another party for wrongful gain;

7.2.2.4 **“Fraudulent practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and

7.2.2.5 **“Obstructive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.

7.3 INTEGRITY PACT

7.3.1 Each Bidder (and in case of a Consortium, each Consortium Member) shall sign and stamp Annexure G (*Form of Integrity Pact*) of the RFP (the “**Integrity Pact**”). Failure to provide such Integrity Pact may cause the Bid to be rejected by Procuring Agencies as non-responsive.

7.4 GRIEVANCE REDRESSAL

7.4.1 Any Bidder being aggrieved by any act or decision of the Procuring Agencies /TFEC, may after the issuance of the RFP, lodge a written complaint to the “*complaint redressal committee*” constituted by the Procuring Agencies in accordance with the Applicable Evaluation Documents. The mechanism for redressal of grievances of Bidders shall be as per the Applicable Evaluation Documents.

7.5 INSURANCES

7.5.1 If a Bidder is selected as the Successful Bidder, it understands, undertakes and confirms that it shall be responsible for procuring Insurances in respect of the Project. All fees, costs and other expenditures relating to such Insurances shall be borne by the SPV (as the Concessionaire).

7.6 NO LOBBYING

- 7.6.1 The Bidders (including any member of the Consortium), will not attempt to communicate, directly or indirectly, with any of the GoB Parties at any stage of the Bidding Process (including during the evaluation process), except as expressly permitted under this RFP, directed or permitted by the Procuring Agencies, or except as may be required and permitted under another procurement process, project or other assignment, in which event the Bidder will not have any discussions regarding the Project.
- 7.6.2 The Procuring Agencies /TFEC reserves the right to disqualify any Bidder that, in the Procuring Agencies /TFEC's opinion, has engaged in lobbying in connection with this Project.

8. Data Sheet

8.1 The following specific data shall supplement the provisions in the Instructions to Bidders.

1.	Address for seeking clarifications on the RFP	Address: A-49, Jinnah Town, Quetta. Email Address: Ahsanullah@bpppa.gob.pk faraz.syed@bpppa.gob.pk
3.	Address for submission of Bid Security	As mentioned above
4.	Address for opening of Bids	As mentioned above
5.	Bid Submission Date	11:00 AM PST on January 20, 2026
6.	Bid Opening Date (Technical Proposals only)	11:30 AM PST on January 20, 2026
7.	Name of Project	The Establishment of Shrimp Farming Project in Damb, Balochistan Under Public-Private Partnership (PPP) on Design, Finance, Build, Operate, and Transfer (DFBOT) basis
8.	Concession Period	21.5 Years (05. Year financial close, 01 Year construction, and 20 Years O&M period)
9.	Land Availability	Currently, 50 acres of land is available in Damb, Balochistan which is further extendable to 100 acres or more subject to availability of land. However, there will be no liability or responsibility on the Government if there is any variation in extended land availability.

ANNEXURES

ANNEXURE A – BASIC ELIGIBILITY CRITERIA

BASIC ELIGIBILITY CRITERIA FOR BIDDERS:

A Bid received from a Bidder, shall only be considered if the following Basic Eligibility Criteria are satisfied:

BASIC ELIGIBILITY CRITERIA FOR BIDDERS:

A Bid received from a Bidder, shall only be considered if all the following components of the Basic Eligibility Criteria are satisfied:

ELIGIBILITY CRITERIA FOR BIDDERS

1. CONSTITUTIVE DOCUMENTS

A detailed description of the Bidder (including each Consortium Member), containing (as applicable):

- legal name;
- complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
- incorporation details, including corporate charter and articles of incorporation. If a Bidder (including a Consortium Member) is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.

2. REGISTRATION WITH TAX AUTHORITIES

The Bidder (or in the case of a Consortium, all Consortium Members (as applicable) must possess a valid registration certificate from the income tax authority (i.e., the NTN certificate) and relevant sales tax authority, if applicable. (Valid NTN certificate and tax returns filed for last three (3) years are to be attached, if applicable and relevant sales tax certificate, if applicable.)

3. AFFIDAVIT FOR GOVERNMENT OWNED LEGAL ENTITIES

In case if the Bidder, or any Consortium Member, is a government owned legal enterprise or institution, such Bidder or any Consortium Member (as applicable) must establish that it is legally and financially autonomous and operating under commercial law.

(Bidders, or any Consortium Member, who are government owned legal enterprise or institution shall submit an Affidavit confirming that they are legally and financially autonomous and operating under commercial law).

RELEVANT FORM: ANNEXURE I (Affidavit)

4. NO CONFLICT OF INTEREST

Bidders (including Consortium Members) may be considered to be in a conflict of interest if they, inter alia, participated as a consultant in the preparation of the design or technical / commercial / financial / legal specifications for the works and/or services for the Project, that are the subject of this Bidding Process, or is an affiliate of Procuring Agencies or any of its advisors.

A Bidder (including a Consortium Member) may be considered to be in a conflict of interest if it (including a Consortium Member) participated in more than one Bid in the Bidding Process, either individually or as a partner in a Consortium. This will result in the disqualification of all Bids in which it is involved. For avoidance of doubt, Bidders (including a Consortium Member) shall not be considered to be in a conflict of interest under this RFP if they participate in the bidding processes for more than one Land Parcel (under different request for proposal packages), either through an identical or varied consortium.

The circumstances provided above which may constitute a conflict of interest are not exhaustive, and TFEC shall be the sole determinant of whether a conflict of interest situation has arisen.

In case there is no conflict, the Bidder (in case of a Consortium, each Consortium Member) shall provide evidence in the form of an affidavit for non-conflict.

RELEVANT FORM: ANNEXURE I (Affidavit)

5. NON- BLACKLISTING

Each Bidder (including each Consortium Member) shall provide evidence, in the form of an affidavit, of its non-blacklisting by its employers, by any Federal or Provincial governmental or non-governmental department/ agency in Pakistan, or any other provincial government/governments of any foreign countries or their governmental bodies and/or International Organizations (e.g. World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.) as at the Bid Submission Date.

RELEVANT FORM: ANNEXURE H2 (Historical Non-Performance, Black Listing and Pending Litigation) or ANNEXURE I (Affidavit)

6. HISTORY OF NON- PERFORMING CONTRACTS AND LITIGATION

Any non-performance of a contract by the Bidder (or in case of Consortium, each Consortium Member) should not have occurred in the last three (3) years prior to the Bid Submission Date based on all information on fully settled disputes or litigation. All pending litigation against the Bidder or any Consortium Member shall in total not represent more than fifty percent (50%) of the respective net worth, nor shall there be any litigation that prevents or materially impedes the Bidder or any Consortium Member from its obligations in respect of the Project and the terms of the PPP Agreement.

The Bidders (or in case of a Consortium, each Consortium Member) shall provide details of the litigation or the Bidder (or in case of Consortium, each Consortium Member) shall submit an Affidavit in case of no litigation on PKR 200/- (Pakistani Rupees One Hundred only) stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate / Pakistan High Commission of their country or authenticated by an apostille under the Apostille Convention, as applicable.

RELEVANT FORMS: Annexure H2 (Historical Non-Performance, Blacklisting and Pending Litigation) or ANNEXURE I (Affidavit)

7. FAILURE TO SIGN CONTRACTS

The Bidder (or in case of a Consortium, each Consortium Member) shall not have failed to sign a contract in the last three (3) years.

(The Bidder (or in case of a Consortium, each Consortium Member) shall provide details of such failure to sign contracts or the Bidder (or in case of a Consortium, each Consortium Member) shall submit an Affidavit in case if not applicable on PKR 200/- (Pakistani Rupees One Hundred only) stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate / Pakistan High Commission of their country or authenticated by an apostille under the Apostille Convention, as applicable.

RELEVANT FORM: ANNEXURE H2 (Historical Non-Performance, Black-Listing and Pending Litigation) or ANNEXURE I (Affidavit)

8. FINANCIAL SITUATION / HISTORICAL FINANCIAL PERFORMANCE

• NET WORTH

The Bidder/Consortium must have a net worth of at least PKR 200,000,000/- (Pakistani Rupees Two Hundred Million only).

The Consortium shall not comprise of more than five (05) members.

RELEVANT FORM: ANNEXURE H-3 (Financial Situation)

• 3 YEAR AVERAGE ANNUAL TURNOVER

The Bidder/Consortium shall have an average annual turnover of PKR 400,000,000/- (Pakistani Rupees Four hundred million Only) for the last three (3) years.

RELEVANT FORM: ANNEXURE H-3 (Financial Situation)

9. TECHNICAL EXPERTISE AND EXPERIENCE

The Bidder (or in the case of a Consortium, at least one member of the Consortium or its staff) must demonstrate expertise and/or prior experience in 'shrimp farming' or related sectoral project across the value chain.

RELEVANT FORM: ANNEXURE H-5 (Details of Contracts of Similar Nature and Complexity Completed).

ANNEXURE B - TECHNICAL EVALUATION CRITERIA

The technical proposal of only those Bidders shall be considered who meet the Basic Eligibility Criteria set above.

Minimum Score to Achieve: **70%**

Financial proposals of those bidders who failed to secure minimum qualifying marks in the technical evaluation shall be returned un-opened.

Technical Criteria	Maximum Points	Basis of Scoring	Data/Document to be provided by the Bidder
Section 1: Human Resource and Staffing Requirements [10 Marks] <i>CVs in the manner and form format provided in this Request for Proposal would be provided for these experts, who should either be employees of the Bidder/any Consortium Member or be associated with them through binding contracts.</i>			
<i>50% marks for qualification and remaining 50% marks for experience of the individual.</i>			
1.1 Project Manager / Team Leader Technical Expert with experience in managing large-scale shrimp farming or fisheries sector project	Maximum 2.5 Marks	Master's degree in relevant discipline with ten (10) years overall experience – 2.5 Marks OR having a Bachelor degree in relevant discipline with at least fifteen (15) years overall experience – 1.5 marks	Detailed CV along with a copy of degree to be submitted. Binding Agreement/Employment Contract to be submitted
1.2 Financial Specialist	Maximum 2.5 marks	Must have a CA/ACMA/ACCA/MBA Finance/Master's degree in Financial Discipline with overall experience of at ten (10) years OR having a Bachelor degree in relevant discipline with at least fifteen (15) years overall experience – 1.5 marks	CV and Copy of Degree Binding Agreement/Employment Contract to be submitted
1.3 Civil Engineer / Specialist	Maximum 2.5 marks	Must have a Master's degree in Civil or relevant discipline with at least twenty (20) years overall experience. OR having a Bachelor degree in relevant discipline with at least fifteen (15) years overall experience – 1.5 marks	CV and Copy of Degree Binding Agreement/Employment Contract to be submitted

1.4 Environmental and Social Specialist	Maximum 2.5 marks	Must have a Master's degree in relevant environmental discipline with at least ten (10) years overall experience. OR having a Bachelor degree in relevant discipline with at least fifteen (15) years overall experience – 1.5 marks	CV and Copy of Degree Binding Agreement/Employment Contract to be submitted
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Section 2: Technical Project Expertise [20 Marks]

2.1 The bidder (or the Lead Bidder in the case of consortium) must have experience of developing and operating a 'shrimp farm' or related fisheries sector project	Maximum 20 marks	<ul style="list-style-type: none"> 15 Marks for one project with at least 01 year of establishment experience in private or public sector. Additional 05 marks for second project with 01 year of establishment experience in private or public sector. <p><i>Total 20 marks maximum</i></p>	Proof of the Project or incorporation certificate or copy of award Letter from the relevant authority or Contract/ Agreement copy.
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Section 3: Financial Capability (30 Marks)

3.1 Net worth The Bidder / consortium must have a net worth of at least PkR 200,000,000/- (Pak Rupee Two hundred million only).	Maximum 10 Marks	<ul style="list-style-type: none"> Net worth of PkR 200,000,000/- (Pak Rupee Two hundred million only) will be awarded 05 marks. For each increment of PkR 50,000,000/- (Pak Rupee Fifty Million only) above the minimum, 1 mark will be awarded till the maximum of 10 marks is reached. 	Audited Financial Statements and/or Annual Tax Returns
3.2 Turn Over The Bidder/Consortium must demonstrate an average annual turnover of PKR 400,000,000/- (Pak Rupee four hundred million only) during the last three (03) financial years.	Maximum 10 Marks	<ul style="list-style-type: none"> During the last three financial years, average sales revenue/turn over of PKR 400,000,000/- (Pak Rupee four hundred million only) will be awarded 05 marks. For each increment of PKR average 50,000,000/- (Pak Rupee fifty Million only) above the minimum, 1 mark will be awarded till 	Audited Financial Statements and/or Tax Returns

		the maximum of 10 marks is reached.	
3.3 Cash and Funding Lines The Bidder/Consortium must demonstrate a cash / Funding Line from Financial Institution worth atleast PkR 200,000,000/- (Pak Rupee Two Hundred Million only).	Maximum 10 Marks	<ul style="list-style-type: none"> Cash / Funding Lines of PkR 200,000,000/- (Pak Rupees two hundred million only) will be awarded 05 marks. <p>For each increment of PKR 50,000,000/- (Pak Rupee Five Hundred Million only) above the minimum, 1 mark will be awarded till the maximum of 10 marks is reached.</p>	Bank FOL or Certificate or relevant equivalent document

Section 4: Project Development Experience (25 Marks)

4.1 The following categories of experience would qualify as technical capability and eligible experience: Project Development Experience The Bidder (or in the case of a Consortium, at least one Consortium Member) must have experience of EPC contracting for completing/executing project in civil / building / construction sector worth PkR 1.5 Billion (Pak Rupee One Billion and five hundred Million Only) during the last 05 years	Maximum 25 Marks	<ul style="list-style-type: none"> 15 Marks for one project in private or public sector. Additional 05 marks for each project. <p>Total 25 marks maximum</p>	Proof of the Project or incorporation certificate or Copy of award Letter from the relevant authority or Contract/ Agreement copy or project completion certificate.
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Section 5: Business Approach and Methodology (10 Marks)

To be demonstrated as per Form H-7 (Description of Approach, Methodology and Work Plan)

5.1. Business Approach and Methodology	Maximum 10 Marks	<ul style="list-style-type: none"> Project Understanding and Approach: Demonstration of a clear understanding of the project's objectives and challenges in accordance with Volume II (Project Scope) and Volume III (PPP Agreement), each of the RFP - Maximum Points – 5 Marks 	Detail Reports to be attached.
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		<ul style="list-style-type: none"> • Methodology and Work Plan: Proposed methodology for project design, planning, development, implementation, financing, etc, in accordance with Volume II (Project Scope) and Volume III (PPP Agreement), each of the RFP – 05 Mark 	
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Section 6: Site Visit and Project Business Plan report (05 Marks)

To be demonstrated as per Form H-7 (Description of Approach, Methodology and Work Plan)

6.1 Site Visit and Project Business Plan report with Financial Model	Maximum 05 Marks	<ul style="list-style-type: none"> • Detailed Site Visit Report along with the Business Plan including the detailed financial model 	Detail Reports to be attached
Total Technical Score	100		

ANNEXURE C – FORM OF BID SECURITY

....., 2025

To:

The CEO,
Balochistan Public Private Partnership Authority – (BUILD, OPERATE, MAINTAIN AND TRANSFER –
THE ESTABLISHMENT OF SHRIMP FARMING PROJECT IN DAMB, BALOCHISTAN UNDER PUBLIC-PRIVATE
PARTNERSHIP (PPP)),
Government of Balochistan,
Quetta, Pakistan (the Beneficiary).

Guarantee No: _____ (the Guarantee)

Date of Issue: _____

Date of Expiry:

Guarantee Amount: _____

Name of Guarantor: _____

Name of Principal: _____

We, [●]¹, being the Guarantee issuing bank (the Issuing Bank) understand that the following party/parties have responded to the 'Request for Proposal' issued by the Balochistan Public Private Partnership Authority and the Fisheries and Coastal Development Department, Government of Balochistan, dated [●] in relation to the 'Project (as amended and/or supplemented from time to time) (the RFP), by submitting their respective formal proposals/bids:

[Name of the Bidder], a [Insert legal status] existing under the laws of [Insert Country] having its [registered office OR place of business] located at [Insert address], (the Bidder, which expression includes its successors, assignees and transferees).

Further, We, the Issuing Bank, understand that pursuant to the RFP, the Bidder is required to provide the Beneficiary, a bid security in the form of a bank guarantee equal to PKR [●] and issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA).

The above premised, we (the Issuing Bank) hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence, document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or to any other entity or without any recourse or reference to the RFP or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

PKR [●]/- (Pakistani Rupees [●] Only)
(the Guaranteed Amount)

at sight and immediately, provided however not later than one (1) business day from the date of receipt of the Beneficiary's first written demand (the Demand) at the Issuing Bank's offices located at [●], such Demand referring to this Guarantee and stating the amounts demanded.

We, the Issuing Bank, shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in

¹Insert name of issuing Bank;

immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon the submission of the Bid by the Guarantor to the Beneficiary in response to the RFP.

After having come into force, this Guarantee and our obligations hereunder will expire on the earlier of:

- (i) [●] ([●]) days from the date of submission of the proposal/bid by the Guarantor to the Beneficiary in response to the RFP; or
- (ii) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

Upon expiry, this Guarantee shall be returned to the Guarantor in terms of the conditions stipulated under the RFP. Multiple Demands may be made by the Beneficiary under this Guarantee, but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Beneficiary, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be prejudiced or affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

The Beneficiary may not assign/transfer or cause or permit to be assigned or transferred any of their rights, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.

If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the Pakistani law and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory(ies) to this Guarantee is/are our duly authorized officer(s) to execute this Guarantee.

This Guarantee and all rights and obligations arising from this Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts of Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

The issuance of this Guarantee is permitted according to the Pakistani law and the laws of the jurisdiction where this Guarantee is issued.

AUTHORIZED SIGNATORY

DATE

PLACE

AUTHORIZED SIGNATORY

DATE

PLACE

ANNEXURE D – POWER OF ATTORNEY

A. POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SUBMIT THE BID

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable laws and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *This Power of Attorney shall be notarised with the Notary Public.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- *Please find below the form and substance of the Power of Attorney.*

“FORM OF POWER OF ATTORNEY FOR SIGNING OF TECHNICAL BID”

KNOW ALL MEN BY THESE PRESENTS, WE, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name), son/daughter/wife of _____ holding [CNIC/Passport] Number _____ and presently residing at _____, who is presently employed with [us OR the Lead Member of our Consortium] and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the Attorney) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for operating, maintaining and transferring the Project. It is to be noted that the term of the Project is tentative at this stage and the exact term shall be set out in the PPP Agreement.

The Attorney is authorised in respect of the Project that is being developed by the Balochistan Public Private Partnership Authority and the Fisheries and Coastal Development Department, Government of Balochistan (the Procuring Agencies), in accordance with the Request for Proposal issued by the Procuring Agencies (as amended from time to time), including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information/responses to the Procuring Agencies, representing us in all matters before the Procuring Agencies, signing and execution of all contracts including the PPP Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Procuring Agencies in all matters in connection with, or relating to, or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the PPP Agreement with the Procuring Agencies.

AND We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20[•].

FOR & ON BEHALF OF:

(NAME OF THE FIRM)
BY ITS DULY AUTHORIZED SIGNATORY

.....
(SIGNATURE)
(NAME, TITLE AND ADDRESS)

WITNESSES:

WITNESS 1:

WITNESS 2:

.....
NAME:
CNIC/PASSPORT NUMBER:
ADDRESS:

.....
NAME:
CNIC/PASSPORT NUMBER:
ADDRESS:

SIGNATURE OF ATTORNEY

[NOTARISED]

.....
(SIGNATURE)
(NAME, TITLE AND ADDRESS OF THE ATTORNEY)

B. POWER OF ATTORNEY TO AUTHORIZE THE LEAD MEMBER OF THE CONSORTIUM

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *This Power of Attorney shall be notarised with the Notary Public.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- *Please find below the form and substance of the Power of Attorney.*

"FORM OF POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM"

WHEREAS, the Balochistan Public Private Partnership Authority and the Fisheries and Coastal Development Department, Government of Balochistan (the Procuring Agencies) has invited bids from bidders for the 'PROJECT' (the Project) pursuant to the Request for Proposal issued by the Procuring Agencies (as amended from time to time) and other related documents relating to the Project (the RFP);

WHEREAS, _____, _____ and _____ (each hereinafter referred to individually as a Consortium Member and collectively as Consortium Members) have formed a consortium (the Consortium) pursuant to a Joint Bidding Agreement dated _____ [*Insert date of the Joint Bidding Agreement, as is required for each Consortium that bids for the Project*] for bidding for the Project in accordance with the terms and conditions of the RFP;

AND WHEREAS, it is necessary for the Consortium Members to designate one of them as the 'Lead Member' with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

WE, _____, having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the Principals) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the Attorney) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the '*Competitive Selection Process*' and, in the event the Consortium is awarded the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Procuring Agencies, and/or any other governmental agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/or upon award thereof till the PPP Agreement is entered into with the Procuring Agencies.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____
DAY OF _____ 20**.

FOR: _____
(SIGNATURE)
(NAME, TITLE AND ADDRESS)

FOR: _____
(SIGNATURE)
(NAME, TITLE AND ADDRESS)

FOR: _____
(SIGNATURE)

(NAME, TITLE AND ADDRESS)

WITNESSES:

1.

2.

(EXECUTANTS)

(TO BE EXECUTED BY ALL THE MEMBERS OF THE CONSORTIUM)

ANNEXURE E – COMMITMENT FORM

REQUEST FOR PROPOSALS

[Date To Be Provided]

COMMITMENT FORM

A COMMITMENT FORM MUST BE COMPLETED BY THE BIDDER

To: Balochistan Public Private Partnership Authority and the Fisheries and Coastal Development Department, Government of Balochistan (PROCURING AGENCIES)

For sufficient good and valuable consideration, receipt of which is hereby acknowledged, we hereby agree to the following:

1. DEFINITIONS

Unless the context indicates otherwise, all capitalized terms and expressions used herein and, in our Bid, have the meaning given to them in the RFP (*as defined herein below*).

2. GENERAL

We, the undersigned, acknowledge, confirm, and agree that:

- A) we have examined, read, and understood Volume 1 (*Instruction To Bidders*) (including its schedules) respectively dated *[date to be provided]* and *[date to be provided]* as it relates to the Project, as amended by way of addenda (collectively, the RFP); and
- B) we have satisfied ourselves that we have a full and complete understanding of the nature of the Project.

3. PRICING

We confirm that all prices appearing in our Bid are expressed in PKR and represent aggregate prices that include all taxes, duties, levies and other charges (federal, provincial and local).

4. FIRM AND IRREVOCABLE BID

Our Bid constitutes a firm offer to the Procuring Agencies, that is irrevocable and binding upon us, and that it cannot be withdrawn or extended until the Bid Validity Period indicated in the RFP or as extended by the Procuring Agencies.

5. BID COMPLIANT WITH SUBMISSION REQUIREMENTS

We declare and confirm that our Bid satisfies and complies with the submission requirements indicated in the RFP, specifically including:

- the eligibility criteria;
- the commercial compliance evaluation criteria;
- the technical bid compliance evaluation criteria;
- the financial bid compliance evaluation criteria.

6. RFP

We acknowledge, confirm, and agree that our Bid is subject to the terms and conditions of the RFP, including all disclaimer clauses and all limitation of liability clauses in favour of the Procuring Agencies or any other party mentioned therein. In particular, we acknowledge, confirm, and agree that we are bound by the terms and conditions of the RFP.

7. NO MATERIAL DETERIORATION

We hereby declare and warrant that:

- with the exception of what is indicated in detail in a written document attached to this Commitment Letter, our financial situation and our business operations have undergone no adverse material change since the date of the most recent financial statements submitted along with the Bid;
- with the exception of what is indicated in detail in a schedule attached to this Commitment Letter, there is no action, suit, or proceeding pending against us, or, to our knowledge, after satisfactory investigation, imminent against us or legally concerning us, brought before or by any organization, tribunal, commission, board, agency, or federal, provincial, municipal, or other office, domestic or foreign, or brought before or by any arbitrator or arbitration board, that could, in the event of an unfavourable decision, have a material adverse effect on our solvency, liquidity, or financial situation; and
- with the exception of what is indicated in detail in a schedule attached to this Commitment Letter, we are not aware of any reason for which an action, suit, or proceeding could be brought against us.

8. NO COLLUSION OR CONFLICT

In preparing and submitting our Bid, we declare, warrant, and confirm that we have not discussed or communicated, either directly or indirectly, with any other Bidder, or with any officer, director, employee, consultant, advisor, agent, or representative of any other Bidder (including any Member, or Key Individual of the team of a Bidder), regarding the content, preparation, or presentation of its Bid. Our Bid has been submitted without any relation (including a relation solely in the form of a shareholding or other interest in the ownership of a Bidder or of a Member, or Key Individual of the team of the Bidder, with the exception of a holding of less than [•] percent of the voting shares of any company whose shares are traded on a recognized stock exchange), knowledge, exchange, or comparison of information, or any arrangement with any Bidder or any director, officer, employee, consultant, advisor, agent, or representative of any Bidder (including any Member, or Key Individual of the team of a Bidder).

We hereby declare, warrant, and confirm that we do not have any knowledge, either direct or indirect, of any Bid of any other Bidder, and that we do not have any interest in any such Bid, and that we have not concluded any agreement or understanding or any formal or informal arrangement that could result in our having such knowledge or interest prior to the submission of our Bid.

With the exception of what is indicated in detail in a schedule attached to this Commitment Letter, we hereby declare, warrant, and confirm that, to our knowledge, no real or apparent Conflict of Interest has arisen, exists, or is reasonably likely to arise in the future in connection with the submission of our Bid in response to the RFP, or in connection with the delivery of the services required of the Concessionaire.

We hereby declare, warrant, and confirm that we have no access to any confidential information belonging to the Procuring Agencies, and that we are not in a position to take advantage of any right of access to such information (other than confidential information that the Procuring Agencies may communicate to all Bidders).

9. FURTHER WARRANTIES

We hereby represent and warrant that all information, data and materials of any nature whatsoever provided by us in the Bid is true and accurate and not misleading in any nature.

We have made a complete and careful examination of the RFP and have received all the relevant information from the Procuring Agencies, as required for the purposes of submission of the Bid. We further warrant that we have verified and understand all the information received from the Procuring Agencies in connection with the RFP.

10. EVIDENCE OF AUTHORITY

We acknowledge that the Procuring Agencies requires that each of the undersigned (other than a Key Individual) provides evidence, in the form of a resolution in a form deemed acceptable by the Procuring Agencies, that the person signing this Commitment Form on behalf of the undersigned has the authority required to do so and to bind the undersigned.

11. COPIES

This Commitment Form may be signed in multiple copies, each of which is deemed to be an original, and these copies together shall constitute a single instrument.

IN WITNESS WHEREOF we have signed this Commitment Form on *[date to be provided]*.

BIDDER:

(NAME)

(STREET ADDRESS OR POSTAL BOX NUMBER)

(CITY, PROVINCE, AND POSTAL CODE)

AUTHORIZED SIGNATORY: _____

NAME AND TITLE: _____
(PLEASE TYPE OR PRINT)

IF THE BIDDER IS A CONSORTIUM OR OTHER ENTITY:

EXECUTED AND DELIVERED BY: _____

[*NAME OF THE CONSORTIUM OR OTHER ENTITY] BY ITS DULY AUTHORIZED REPRESENTATIVE, AND BY [PROVIDE PARTICULARS ON THE SIGNATURE]:

[NAME OF BIDDER *]

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Each of the undersigned hereby:

- acknowledges that the Bidder has signed the above-mentioned Commitment Form;

- acknowledges and confirms that he has read, reviewed, and understood each of the provisions of the Bid, that he accepts them, and that the Bid has been submitted with its consent;
- confirms and agrees that the provisions of Sections 2, 7, 8, 9, 10, and 11 apply to it, with such modifications as the circumstances require.

EXECUTED ON _____.

MEMBER: _____
(NAME)

NAME AND TITLE: _____
(PLEASE TYPE OR PRINT)

AUTHORIZED SIGNATORY: _____
(NAME)

NAME AND TITLE: _____
(PLEASE TYPE OR PRINT)

PARTICIPANT: _____
(NAME)

NAME AND TITLE: _____
(PLEASE TYPE OR PRINT)

AUTHORIZED SIGNATORY: _____
(NAME)

NAME AND TITLE: _____
(PLEASE TYPE OR PRINT)

KEY INDIVIDUAL*: _____
(NAME)

NAME AND TITLE: _____
(PLEASE TYPE OR PRINT)

* APPLICABLE TO KEY INDIVIDUALS WHO ARE NOT EMPLOYEES OF THE BIDDER, OR A MEMBER OF THE BIDDER.

ANNEXURE F - DECLARATION

We the undersigned return this RFP submission, the Bid and its appendices and acknowledge that we are bound by its content.

We confirm that we are fully conversant with the requirements of the Procuring Agencies and the subject matter of the procurement exercise as set out in the RFP.

By submitting a bid, we represent and warrant to the Procuring Agencies that our bid has been prepared, relies and has been submitted solely on investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, and assessments independently undertaken, formulated, obtained, and verified by us and our team members and not in any way upon any action or omission, the scope, timeliness, accuracy, completeness, relevance, or suitability of any Information. We further warrant that we understand all aspects of the RFP and its governing rules including but not limited to the evaluation criteria laid down in the RFP and that the same is in line with the Balochistan Public Private Partnership Rules, 2022, and applicable laws.

We warrant that the details of this submission in response to the RFP have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organization.

We acknowledge that the Procuring Agencies are not bound to proceed with the procurement exercise and reserves the right at its absolute discretion to accept or not accept any bid submitted and thereafter invite any Preferred Bid Preferred Bidder (Best Evaluated Bid) to enter into a PPP Agreement for the delivery of the Project.

We certify that we have full power and authority to submit this response to the RFP and that this is a bona fide submission in response to the RFP.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the RFP.

Signed for and on behalf of (Bidder/consortium member)

Signature:

Position:

Name:

Address:

POWER OF ATTORNEY ATTACHED: (YES/NO)

Date:

(Please return this declaration on your company's letterhead.)

WITNESSES

WITNESS I

.....
NAME:
CNIC No.:

WITNESS II

.....
NAME:
CNIC No.:

ANNEXURE G – INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC., PAYABLE BY THE BIDDERS

CONTRACT NUMBER: _____

DATED: [●]

CONTRACT TITLE: **BUILD, OPERATE, MAINTAIN AND TRANSFER – THE ESTABLISHMENT OF SHRIMP FARMING PROJECT IN DAMB, BALOCHISTAN UNDER PUBLIC-PRIVATE PARTNERSHIP (PPP)**

[*Bidder*] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Balochistan Public Private Partnership Authority and the Fisheris and Coastal Development Department, Government of Balochistan (the Procuring Agencies) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (i.e., the Procuring Agencies) through any corrupt business practice.

Without limiting the generality of the foregoing, [*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 the Procuring Agencies, except that which has been expressly declared pursuant hereto.

[*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 the Procuring Agencies and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [*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.

[*Bidder*] 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 the Procuring Agencies under any law, contract or other instrument, be voidable at the option of the Procuring Agencies.

Notwithstanding any rights and remedies exercised by the Procuring Agencies in this regard, the [*Bidder*] agrees to indemnify the Procuring Agencies for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Procuring Agencies in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [*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 the Procuring Agencies.

ACKNOWLEDGED, ACCEPTED & AGREED
FOR & ON BEHALF OF:

Balochistan Public Private Partnership
Authority, GOVERNMENT OF BALOCHISTAN,
THROUGH ITS DULY AUTHORIZED SIGNATORY

ACKNOWLEDGED, ACCEPTED & AGREED
FOR & ON BEHALF OF:

[INSERT NAME OF BIDDER], THROUGH ITS DULY
AUTHORIZED SIGNATORY

.....

.....

(SIGNATURE)

NAME:

DESIGNATION:

(SIGNATURE)

NAME:

DESIGNATION:

ANNEXURE H - TECHNICAL FORMS

FORM H - 1
BASIC INFORMATION FORM

[Provide here a brief description of the background and organization of your firm/entity and each Member for this Project]

Each firm or member of the Consortium must fill in this form.

Basic Information Form (Company Profile)

All individual firms and each Member of the Consortium are requested to complete the information in this form.

1	Name of firm (legal): (In case of Consortium, legal name of each member)	
2	Nature of Business: (Whether the firm is a Corporation, Partnership, Trust etc.) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust etc.)	
3	Head Office address:	
4	Telephone: Fax Number: E-mail address:	
5	Place of Incorporation/Registration: Year of Incorporation/Registration:	
6	Applicant's authorized representative: Telephone: Fax numbers: E-mail address:	
7	Nationality Of Owners	
	Name:	Country:

FORM H - 2
HISTORICAL NON-PERFORMANCE, BLACK LISTING AND PENDING LITIGATION

Non-Performing Contracts			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Black Listing	
<input type="checkbox"/> Bidder shall not be black listed by government/semi government/autonomous/private organizations (Affidavit to be provided)	

Failure to Sign Contract

Bid Security Declaration	
<input type="checkbox"/> Bidder shall not be under execution of a Bid-Securing Declaration (Affidavit to be provided)	

Conflict of Interest: Attach Affidavit

Pending Litigation			
Year	Outcome as Percent of Total Assets	Outcome as Percent of Total Assets	Total Contract Amount (PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

FORM H - 3
FINANCIAL SITUATION

Financial Data for Previous 3 Years

Information from Balance Sheet

CASH AND FUNDING LINES (AMOUNT IN PKR)			
	Year 1	Year 2	Year 3
Cash and Bank Balances			
Short term investments			
Funding Lines			
Total			

- Proof of funding lines such as term sheets, commitment letters etc. with financial institutions (if applicable) must be attached. The Bidders must provide such proof by way of confirmation of the respective financial institution(s) which has provided such funding lines.

NET WORTH
(AMOUNT IN PKR)

	Year 1	Year 2	Year 3
Total Assets			
Less: Total Liabilities			
Total			

- Copies of audited financial statements and wealth statements (where applicable) which shall be signed and stamped by the auditor of the Bidder / respective Consortium Members (balance sheets including all related notes, and income statements) for the last three (3) years, as indicated above, complying with the following conditions:
- All such documents reflect the financial situation of the Bidder / every Consortium Member, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
 - National tax number certificate (or equivalent) must be attached.
 - Tax return filed must be provided.
 - Foreign Bidders / Consortium Members should submit Registration / NTN certificate (or equivalent) of their country duly attested by consulate of their country.
-

FORM H - 4
CURRENT CONTRACT COMMITMENTS/WORKS IN PROGRESS

Bidders and each member to the Consortium should provide information on their current commitments on all contracts that have been awarded, or for which a letter of award or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments						
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Total Estimated value [PKR]	Project Duration	Estimated Completion Date	Outcome of the Project
1						
2						
3						
4						
5						

FORM H - 5**DETAILS OF CONTRACTS – BIDDER'S EXPERIENCE IN CONTRACTS OF SIMILAR NATURE AND COMPLEXITY (COMPLETED)**

Note: Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for development and implementation of shrimp farming or related projects in the Fisheries sector.

Projects will only be evaluated for scoring if the completion certificates or a copy of contract is provided.

ASSIGNMENT NAME:		COUNTRY:
LOCATION WITHIN COUNTRY:		PROFESSIONAL STAFF PROVIDED BY APPLICANT FIRM:
NAME OF CLIENT:		NO. OF STAFF:
ADDRESS:		NO. OF STAFF MONTHS:
START DATE(MONTH/YEAR):	COMPLETION DATE(MONTH/YEAR):	APPROX. VALUE OF SERVICES (IN CURRENT USD/PKR):
NAME OF ASSOCIATED FIRM(S), IF ANY:		NO. OF MONTHS OF PROFESSIONAL STAFF PROVIDED BY ASSOCIATED FIRM(S):
NAME OF SENIOR STAFF (PROJECT DIRECTOR/Co-ORDINATOR, TEAM LEADER) INVOLVED AND FUNCTIONS PERFORMED:		
NARRATIVE DESCRIPTION OF PROJECT:		
DESCRIPTION OF ACTUAL SERVICES PROVIDED BY YOUR STAFF:		
NAME(S) OF THE CONSORTIUM MEMBER(S), IF ANY:		

Note: Documentary proof (i.e., work order and completion certificate) to be attached.

FORM H - 6
CURRICULUM VITAE (CV) OF KEY INDIVIDUALS

1. Proposed Position [*only one candidate shall be nominated for each Key Individual position*]:

2. Name of Firm [*Insert name of firm proposing the Key Individual*]:

3. Name of Staff [*insert full name*]:

4. Date of Birth: _____

5. Nationality: _____

6. Educational Qualification: [*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained*]:

7. Membership of Professional Societies: _____

8. Other Training [*indicate significant training since degrees acquired under point 6 above*]

9. Countries of Work Experience: [*list countries where staff has worked*]:

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

11. Employment Record/Work Experience:

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

From [Year]: To [Year]:

Employer:

Position held:

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

13. Certification:

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

I certify that I have been informed by the Bidder that it is including my CV in the Proposal for the [*insert name of project and contract*]. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal².

Signature of the Candidate:

Place:

Address:

Telephone No.:

Date:

² *If the undersigned is not a present employee of the Bidder, then this paragraph is to form part of the CV;*

FORM H - 7

**DESCRIPTION OF APPROACH, METHODOLOGY AND
WORK PLAN**

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

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

- A. Project Understanding and Approach:** Demonstration of a clear understanding of the project's objectives and challenges in accordance with Volume II (Project Scope) and Volume III (PPP Agreement), each of the RFP
- B. Methodology and Work Plan:** Proposed methodology for project design, planning, development, implementation, financing, stakeholder engagement, monitoring, reporting, knowledge and technology transfer, etc, in accordance with Volume II (Project Scope) and Volume III (PPP Agreement), each of the RFP
- C. Local Community HR:** Strategy to engage Local HR with Recruitment Plan and Strategy.

The concept plan and design shall be evaluated keeping in mind various aspects including but not limited to those outlined in 'Scope of Work' and 'Draft PPP Agreement'.

The Bidders shall be required to demonstrate their vision for development of the Shrimp farming Project and how they plan to undertake the development and implementation.

Marks would be awarded on the basis of value addition provided in the business plan and the rationale behind the plan, additionally adherence with shrimp farming project development practices, together with demonstration of the implementation team's past record on delivering on of such concepts.

FORM H - 8
FINANCIAL BID FORM

BIDDING FORM F1 – LETTER OF FINANCIAL PROPOSAL

[Date]

To: **CEO, Balochistan PPP Authority,**
49-A, Jinnah Town, Quetta.

Re: Design, Build, Finance, Operate, Maintain And Transfer An Shrimp Frming Project In Balochistan *under Public Private Partnership Mode* (the “**Project**”).

Dear Sir,

Reference the Request for Proposals document issued on *[To be inserted]* by the Procuring Agencies (the “**RFP**”) in relation to the Project.

We, *[name of the Bidder]* hereby submit our Financial Proposal in conformity with the requirements of the RFP.

All capitalized terms unless defined herein shall bear the meaning as ascribed thereto in the RFP.

We, agree, confirm, undertake and declare that:

- (a) We have examined and have no reservations to the RFP, including Addenda No(s).....
- (b) We, *[including all Consortium Members]* fully and completely understand and accept the terms of the RFP and hereby undertake to comply with the requirements specified therein.
- (c) We offer to perform and undertake the works and services in respect of the Project in conformity with the RFP, including the Project Agreements, without any omission, reservation and deviation; and we accept and undertake to comply with all requirements in the RFP including the appendices / annexures attached to the RFP.
- (d) We, *[including all Consortium Members]*, as per the requirements of the RFP, respectively:
 - (i) have nationalities of Eligible Countries; and
 - (ii) have not been declared ineligible/blacklisted by any of our employers, by any Federal or Provincial governmental or non-governmental department/ agency in Pakistan, *[or any other provincial government/ governments of any foreign countries or their governmental bodies and/or International Organizations (e.g., World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.)]*, as at the Bid Submission Date.
- (e) We, *[including all Consortium Members]*, as per the requirements of the RFP, do not have any conflict of interest.
- (f) Neither we, *[including all Consortium Members]*, nor any Affiliate:
 - (i) are included as a debarred person pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual

Enforcement of Debarment Decisions of 9 April 2010 (www.crossdebarment.org); or

- (ii) are included on any sanctions lists promulgated by the UN Security Council or its Committees, or any other recognised international sanctions list.
- (g) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of one hundred and eighty (180) days from the date fixed for the Bid Submission Date in accordance with the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (h) We understand that all the volumes, appendices/ annexures attached to the RFP are integral part of the RFP.
- (i) We have reviewed and accepted the form of the PPP Agreement along with the Appendices attached thereto (attached as Volume III (*PPP Agreement and Schedules*) to the RFP) and undertake to execute the same within the time period stipulated in Notification of Award.
- (j) We acknowledge that the GoB Parties will be relying on the information provided in our Bid and the documents accompanying them to determine the Successful Bidder. We certify that all information provided in our Bid is true and correct and that nothing has been omitted which renders such information misleading.
- (k) We certify that in the last three (3) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any arbitral or judicial authority or a judicial pronouncement or arbitration award, nor have been expelled from any project or contract by any public authority, nor have had any contract terminated by any public authority for breach by us or, if we are a Consortium, by any of our Consortium Members.
- (l) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until the PPP Agreement (attached as Volume III (*PPP Agreement and Schedules*) to the RFP) is executed.
- (m) We, [or any of our Consortium Members] (or any of our Affiliates), are not participating as a Bidder in more than one Bid in this Bidding Process in accordance with the requirements of the RFP.
- (n) We understand that the Procuring Agencies may cancel the Bidding Process at any time and that the Procuring Agencies is not bound either to accept any Bid that it may receive, without incurring any liability to the Bidders.
- (o) We agree to permit the Procuring Agencies and any persons, representatives or auditors appointed and authorized by the Procuring Agencies to inspect and audit our accounts, records and other documents relating to our Bid.
- (p) All the information submitted along with our Bid, including the enclosed forms and documents, is accurate in all respects.
- (q) We accept the right of the Procuring Agencies to: (i) request additional information reasonably required to assess the Bid; (ii) amend the procedures and requirements or make clarifications thereof; and (iii) extend or amend the timelines as stipulated in the RFP.
- (r) All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Procuring Agencies by us or on our behalf, in connection with or arising out of the Bid are true, complete and accurate in all respects.
- (s) We hereby declare that all the information and statements made in this Bid are true and accept that any misrepresentation contained in it shall lead to our disqualification,

forfeiture of the Bid Security and/or our blacklisting by the Procuring Agencies.

- (t) We, [including all Consortium Members,] have made our own investigations and research and have satisfied ourselves in respect of all matters (whether actual or contingent) relating to the Bid and the Project.
- (u) We undertake, if our Bid is accepted, to furnish the Performance Security as per the requirements of the RFP.
- (v) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Project.
- (w) We understand that the RFP has been issued by the Procuring Agencies for the Project; and we undertake and confirm that if our Bid is accepted, we and the SPV (to be incorporated by us, in case the Project is awarded to us), as applicable, shall execute the PPP Agreement (including other Project Agreements) (attached as Volume III (*PPP Agreement and Schedules*) to the RFP) and all other instruments as may be required to be executed in relation to the Project as per the requirements of the RFP.

Name In the capacity of

Signed

.....(Seal)...

Duly authorized to sign the Bid for and on behalf of: (*Insert Name of the Bidder/names of all Consortium Members*)

Date

Witness # 1:

Signature: _____

Name: _____

Designation: _____

Date: _____

CNIC/Passport No.: _____

Witness # 2:

Signature: _____

Name: _____

Designation: _____

Date: _____

CNIC/Passport No.: _____

BIDDING FORM F2 – FINANCIAL PROPOSAL STANDARD FORM

1. FORM FIN 1 – FINANCIAL MODEL

2. FORM FIN 2 – QUOTATION OF FREE EQUITY STAKE

3. FORM FIN 3 – QUOTATION OF DIVIDEND

FORM FIN 1 - FINANCIAL MODEL

- Financial model (*as per technical submission*) be attached. Following components should be provided:
- **PROJECT COST BREAKUP**

TOTAL PROJECT COST (A+B+C)	IN PKR
TOTAL CAPITAL COST / INVESTMENT (A)	In PKR
TOTAL WORKING CAPITAL (B)	In PKR
TOTAL CONTINGENCY (C)	In PKR
20 YEAR PROJECT O&M OUTLAY INCLUDING OPERATIONAL EXPENSES	In PKR

Note: The Financial Bid of the Bidder which does not include the Financial Model will be rejected.

- **RETURN**

EQUITY IRR %	
PAYOUT PERIOD	

Signature of Authorized Signatory

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN 2 - QUOTATION OF FREE EQUITY STAKE

Free Equity Stake Quoted for GoB/ Implementing Agency (floor at 10%)	_____ % (In words: _____ percent) of the Total Equity Stake
---	--

The Bidder who does not quote the Minimum Free Equity Stake or quotes below the floor of 10% will be **rejected**.

Signature of Authorized Signatory

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN 3 – QUOTATION OF DIVIDEND

The highest net present value of dividend derived from the quoted free equity stake (*as quoted in Form Fin 2 – Quotation of Free Equity Stake*) for GoB discounted at the rate of 15%. Bidder who quotes the highest net present value of the dividends derived will be given the maximum financial score of 100 points.

The annual dividend value provided/quoted below against each year forms the '**Minimum Annual Benchmark (share of) Dividends**' for the GoB against the quoted free equity. If during any year, the actual dividend payment falls below the 'Minimum Annual Benchmark Dividend', then the differential amount will be cumulatively adjusted (*including previous years if excess balance is available*) and carried forward to subsequent forward year (*with NPV of differential dividend amount calculated/certified by the Independent Auditor*) and paid to the GoB until complete adjustment.

Operating Year	Percentage of Year Wise, Annual Dividend Payment to GoB against the Free Equity offered	Year Wise, Absolute Value of Annual Dividend Payment to GoB against the Free Equity offered	Year Wise, Net Present Value of Dividends against the quoted free equity (Discounted at 15%) (<i>Annual Benchmark Dividend Payment to GoB</i>)
Operating Yr. 1			
Operating Yr. 2			
Operating Yr. 3			
Operating Yr. 4			
Operating Yr. 5			
Operating Yr. 6			
Operating Yr. 7			
Operating Yr. 8			
Operating Yr. 9			
Operating Yr. 10			
Operating Yr. 11			
Operating Yr. 12			
Operating Yr. 13			
Operating Yr. 14			
Operating Yr. 15			
Operating Yr. 16			
Operating Yr. 17			
Operating Yr. 18			
Operating Yr. 19			
Operating Yr. 20			
Grand Total			

Signature of Authorized Signatory

Name and Title of Signatory:

Name of Firm:

Address:

ANNEXURE I - AFFIDAVIT

NOTES FOR EXECUTION OF AFFIDAVIT

- *The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down by the applicable laws and the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Affidavit for the delegation of power hereunder on behalf of the Bidder.*
- *This Affidavit shall be notarised with the Notary Public.*
- *For an Affidavit executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Affidavit is being issued.*

In case of Consortium, every consortium member firm should provide affidavit separately

Please find below the form and substance of the Affidavit.

AFFIDAVIT

DATED:

[•]
[•]
[Address]

We, [insert name of Bidder] hereby represent and warrant that, as of the date of this Affidavit [name of Bidder/lead member of consortium/JV], and each member of our consortium/JV (if applicable):

- a. are not in bankruptcy or liquidation proceedings;

- b. are not blacklisted by any governmental or non-governmental department/agency;
- c. have not been convicted of fraud, corruption, collusion or money laundering;
- d. are not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect our capability to comply with the obligations under the PPP Agreement;
- e. [are legally and financially autonomous and operate under commercial law]³;
- f. [there is no pending litigation which represents more than fifty percent (50%) of our Net Assets]⁴;
- g. [are not under any non-performance of a contract within last two (2) years of the Bid Submission Date]⁵; and
- h. [have not failed to sign a contract with any procuring authority following award]⁶.

We have also attached proof of registration of each member, if applicable, from the relevant statutory authority.

Yours sincerely,

SIGNATURE OF AUTHORIZED SIGNATORY: [●]

NAME AND TITLE OF SIGNATORY: [●]

NAME OF FIRM: [●]

ADDRESS: [●]

³Only relevant for the government owned legal enterprise or institution.

⁴If applicable;

⁵If applicable;

⁶If applicable;

ANNEXURE J - GUIDELINES FOR THE FINANCIAL BID

Bid Evaluation Criteria

EVALUATION CRITERIA

Bids of only those Bidders shall be considered who meet the basic eligibility criteria set forth in Annexure A (*Basic Eligibility Criteria*)

The Implementing Agency shall attribute a technical score to responsive Technical Proposals.

Technical Proposals scoring less than **70 POINTS** shall be rejected.

The technical evaluation score shall be determined as per Annexure B – Technical Evaluation Criteria:

For technical qualification, a Bidder must score at least *Seventy (70)* or more marks. The detailed technical evaluation criteria for Technical Proposal is set out in Annexure B (*Technical Evaluation Criteria*).

The Bidder quoting the Highest Additional GOB Equity Share (%) under Annexure H-8 (Financial Bid Form) shall be declared as the Preferred Bid Preferred Bidder (Best Evaluated Bid).

VOLUME 2:
TECHNICAL DOCUMENT AND SCOPE OF WORK

PROJECT DETAILS AND SCOPE OF WORK

1. SCOPE OF WORK FOR THE 50-ACRE COMMERCIAL SHRIMP FARMING PROJECT, DAMB, BALOCHISTAN

1.1 INTRODUCTION AND PROJECT BACKGROUND

This Scope of Work outlines the responsibilities and deliverables for the development, operation, and eventual transfer of a 100-acre commercial shrimp farming facility in Damb, Balochistan. The project is proposed under a Public-Private Partnership (PPP) framework, utilizing a Build-Operate-Transfer (BOT) concession arrangement.

The primary objective of this project is to establish a modern, sustainable, and commercially viable aquaculture facility that will:

- Promote the fisheries sector in Balochistan, aligning with the Balochistan Sustainable Fisheries and Aquaculture Policy .
- Generate significant employment opportunities for the local population.
- Contribute to the national economy through increased exports of high-quality shrimp products.
- Serve as a model for future aquaculture development in the region.
- The project is a result of an Unsolicited Proposal (USP) received by the Government of Balochistan, and this Scope of work will form the basis for the subsequent Concession Agreement.

1.2 SCOPE OF WORK FOR THE CONCESSIONAIRE (PRIVATE PARTNER)

The Concessionaire shall be responsible for the entire project lifecycle, encompassing all activities from initial development through to the final transfer of the asset to the Government of Balochistan.

Phase I: Build (Development, Design, Engineering, Financing, Construction, and Commissioning)

This phase covers the establishment of the entire facility, ensuring it is fully operational and meets all technical specifications.

Responsibility Area	Detailed Scope of Work
Development & Design	Detailed Feasibility Study (DFS): Conduct a comprehensive DFS, including market analysis, financial modeling, and technical design validation. Environmental Impact Assessment (EIA): Conduct a site-specific EIA and secure all necessary environmental clearances from provincial and federal

	authorities. Detailed Engineering Design: Prepare and submit detailed engineering designs for all project components, including pond layout, water management systems, and processing facilities.
Financing	Project Financing: Secure 100% of the required equity and debt financing [equity: minimum thirty percent (30%) and Debt: maximum seventy percent (70%)] for the project's design, construction, and initial working capital. Financial Closure: Achieve financial closure within the timeline specified in the Concession Agreement.
Construction	Site Preparation: Land leveling, soil testing, and construction of all boundary and security infrastructure. Pond Construction: Construction of 50 acres of scientifically designed shrimp ponds, including lining, dykes, and internal infrastructure. Water Management: Construction of dedicated seawater intake, filtration, pumping stations, and effluent treatment systems to ensure biosecurity and environmental compliance. Ancillary Facilities: Construction of a cold storage facility, primary processing unit, feed storage, administrative offices, staff accommodation, and security posts.
Commissioning	Performance Testing: Conduct comprehensive performance testing of all mechanical, electrical, and aquaculture systems. Trial Runs: Execute successful trial production runs to demonstrate the facility's capacity to meet the agreed-upon production and quality standards. Handover to Operations: Obtain a Certificate of Completion and Commissioning from the Government's Independent Engineer.

Phase II: Operate (Management, Operation, Maintenance, Insurance, and Performance)

This phase covers the full commercial operation of the facility for the duration of the concession period.

Responsibility Area	Detailed Scope of Work
Operation & Management	Full Commercial Operation: Manage all aspects of the shrimp farming cycle, including seed procurement, feed management, water quality control, disease management, harvesting, and processing. Quality Control: Implement international best practices and quality management systems (e.g., HACCP, ISO) to ensure the production of export-grade shrimp. Marketing & Sales: Undertake all marketing, sales, and distribution activities for the harvested shrimp, both domestically and internationally.

Maintenance & Insurance	Routine & Major Maintenance: Implement a comprehensive maintenance program for all project assets to ensure their optimal working condition throughout the concession period. Insurance: Obtain and maintain all necessary insurance policies, including but not limited to, property insurance, public liability insurance, and stock/crop insurance, with the Government of Balochistan named as a co-insured party.
Compliance & Reporting	Regulatory Compliance: Strict adherence to all applicable laws, including the Balochistan Fisheries Ordinance, environmental regulations, and labor laws. Performance Reporting: Submit regular (e.g., quarterly, annual) reports on production volumes, financial performance, environmental compliance, and employment generation to the Government of Balochistan.

Phase III: Transfer (Handover)

At the end of the concession period, the Concessionaire shall transfer the project assets back to the Government of Balochistan.

Responsibility Area	Detailed Scope of Work
Asset Condition	Transfer in Good Working Order: Ensure all project assets are in good working condition, fair wear and tear excepted, and free of all liens, charges, and encumbrances.
Knowledge Transfer	Training & Documentation: Provide comprehensive training to the Government's designated personnel on the operation, maintenance, and management of the facility. Technical Documentation: Handover all technical drawings, operational manuals, maintenance records, and intellectual property developed during the concession period.
Final Audit	Independent Audit: Cooperate with an independent audit to verify the condition of the assets and the financial status of the project prior to the final transfer.

1.3 SCOPE OF WORK FOR THE GOVERNMENT OF BALOCHISTAN (PUBLIC PARTNER)

The Government of Balochistan, through the Balochistan Public Private Partnership Authority (BPPPAA) and the Fisheries Department, shall undertake the following responsibilities:

Responsibility Area	Detailed Scope of Work
Concession Grant	Land Provision: Provide the 50 acres of land in Damb, Balochistan, free of all encumbrances, for the duration of the concession period. Grant of

	Rights: Grant the Concessionaire the exclusive rights to develop, operate, and maintain the shrimp farm as per the Concession Agreement.
Regulatory Support	Approvals & Permits: Facilitate the timely issuance of all necessary governmental approvals, permits, and licenses required for the project's construction and operation. Policy Framework: Ensure a stable and supportive regulatory environment, guided by the Balochistan PPP Policy.
Monitoring & Oversight	Independent Engineer: Appoint an Independent Engineer to monitor the Concessionaire's performance during the Build and Operate phases. Performance Review: Conduct periodic reviews of the Concessionaire's compliance with the SOW and Key Performance Indicators (KPIs).

1.4 KEY PERFORMANCE INDICATORS (KPIs) AND DELIVERABLES

The Concessionaire's performance will be measured against the following critical KPIs and deliverables:

Category	Key Performance Indicator (KPI)	Deliverable/Target
Build Phase	Time to Financial Closure	Within 6 months of signing the Concession Agreement.
	Time to Commercial Operation Date (COD)	Within 24 months of Financial Closure.
Operate Phase	Annual Production Volume	Minimum agreed-upon metric (e.g., X tons of shrimp per annum).
	Shrimp Quality Standard	100% of production meeting international export standards (e.g., EU/US market requirements).
	Local Employment	Minimum 70% of non-specialized staff to be hired from the local Damb/Balochistan area.
	Environmental Compliance	Zero major non-compliance incidents with the approved EIA and effluent discharge standards.
Transfer Phase	Asset Condition Rating	Independent Engineer's rating of "Good" or "Excellent" for all transferred assets.
	Knowledge Transfer Completion	Certification of training completion for Government personnel.

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