



COMPETITION COMMISSION OF PAKISTAN

Government of Pakistan

Advertisement No. CCP Admin-84

REQUEST FOR EXPRESSION OF INTEREST

The Competition Commission of Pakistan (CCP) invites sealed proposals (Technical and Financial) under Single Stage Two Envelopes procedure, from individual Consultants/Sector Specialists to carry out following assignment(s) according to ToRs:

- (1) Conducting a Comprehensive Competition Assessment Study on Public Private Partnerships**
- (2) Conducting a Comprehensive Competition Assessment Study on Pharmaceutical Sector**

Selection will be made on the basis of Quality and Cost Selection Method as specified in respective RFPs. The Request for Proposals (RFPs) may be downloaded from CCP website www.cc.gov.pk, or PPRA website www.ppra.gov.pk or may be obtained from the undersigned.

The Technical and Financial Proposals should reach the given address by **March 03, 2022, up to 03:00 P.M.** The technical proposals of both the assignments will be opened on the same date at **03:30 P.M.**, whereas the financial proposals of the technically qualified bidders will be opened after announcement of technical evaluation results.

Joint Director (Admin)
Competition Commission of Pakistan
Government of Pakistan
9th Floor (south), ISE Towers, Jinnah Avenue,
Islamabad.

Ph: 0092-51-9100260-63, 9100250, Fax: 0092-51-9100258

E.mail: azaman@cc.gov.pk

This advertisement contains following two separate RFPs:

S#	Project/Assignment	Pages
1.	RFP for Procurement of Consultancy Services for Conducting a Comprehensive Competition Assessment Study on Public-Private Partnerships (PPP) and preparing Guidelines on Competition & PPP Projects and a Comprehensive Policy Paper on Improving the Understanding of Competition in Concession Agreements	3-29
2.	RFP for Conducting a Comprehensive Competition Assessment Study on Pharmaceutical Sector	30-58

REQUEST FOR PROPOSALS (RFP)

Procurement of Consultancy Services

For

**Conducting a Comprehensive Competition
Assessment Study on Public-Private
Partnerships (PPP) and preparing Guidelines on
Competition & PPP Projects and a
Comprehensive Policy Paper on Improving the
Understanding of Competition in Concession
Agreements**



**COMPETITION COMMISSION OF PAKISTAN
GOVERNMENT OF PAKISTAN
9TH FLOOR, ISE TOWERS, JINNAH AVENUE,
ISLAMABAD.**

Tel: 0092-51-9100260-63, 9100250, Fax: 0092-51-9100258

SECTION-I

TERMS OF REFERENCE

Conducting a Comprehensive Competition Assessment Study on Public-Private Partnerships (PPP) and preparing Guidelines on Competition & PPP Projects and a Comprehensive Policy Paper on Improving the Understanding of Competition in Concession Agreements

BACKGROUND

1. According to the *Asian Development Bank's* PUBLIC-PRIVATE PARTNERSHIP MONITOR PAKISTAN (July 2021),¹ “Availability of adequate infrastructure is a measure of a country’s ability to sustain its economic growth. For economies across Asia and the Pacific, provision of basic infrastructure services, including water, health, energy, transportation, and communications, is an important public sector activity. As demand for infrastructure has increased faster than government budgets, the **public sector has increasingly considered partnership with the private sector** as an alternate modality for financing infrastructure.”
2. To address its growing infrastructure requirements, the GOP has embarked on an ambitious programme to meet its existing & projected infrastructure needs by focusing on energy, water & sanitation, transport & logistics, mass urban public transport, and telecommunication sectors. Among other projects, the GOP intends to invest more than \$100 billion on physical and social infrastructure over the next 10-15 years in partnership with the private sector.
3. Given its growing infrastructure needs, limited fiscal space, competing demands, and the need to augment its expertise to develop, manage, and operate these complex projects, the GOP is encouraging private sector participation in new infrastructure development and management, with the private sector bringing investment in the form of capital, management, and technology.
4. The ADB MONITOR acknowledges the GOP’s use of public private partnerships to attract private sector investment in infrastructure. It asserts that “Pakistan demonstrates a strong support for public–private partnerships (PPPs) at the federal and provincial levels. However, the country’s **regulatory framework remains fragmented** both geographically and across industries. The

¹ Asian Development Bank, Public–Private Partnership Monitor: Pakistan [July 2021], online at <https://www.adb.org/publications/public-private-partnership-monitor-pakistan>. Para from Foreword, pg x

Constitution gives provinces the responsibility for local infrastructure development; and Punjab and Sindh provinces have experience with legislation and PPP transactions.”

5. According to the ADB MONITOR, “For the private sector, investment in infrastructure, whether through PPPs or otherwise, represents an investment avenue competing with various other investment options available. **In order to promote competition**, and to attract private capital into infrastructure, **governments need to provide a conducive environment to adequately establish and protect the rights of the private sector as well as the end consumer**, and the **necessary support to ensure every asset** brought to market provides **returns that are commensurate with the risks.**”²
6. Pakistan’s evaluation by the ECONOMIST INTELLIGENCE UNIT (in its 2018 Infrascope), says “... a lack of co-ordination results in overlapping efforts and regulatory risks for the private sector. In addition, the framework for dispute resolution, conciliation and arbitration is unclear. **Many line ministries lack experience in negotiating contracts** and rely on technical assistance from international consultants. The PPP Authority is expected to have more power to co-ordinate line ministries and build national institutional capacity to assess and develop projects, but it is still ramping up. Another challenge is the lack of long-term debt financing in the market. Currently, commercial banks only offer short- to medium-term loans, which shortens the payback period and financial viability for PPPs. At the provincial level, capacity and the efficient use of resources are key challenges. **Provincial governments have limited capacity to identify a pipeline of viable projects, develop these projects and provide adequate guarantees and financing.** [Emphasis added]
7. The ADB MONITOR concludes Pakistan does not have “**sufficient guidelines, checklists, and model documents for various sectors, which discourage private sector investments,**” as one of the various challenges to PPP implementation in Pakistan.³

OBJECTIVE & SCOPE OF WORK

8. The challenges associated with the PPP ecosystem must be addressed strategically. The **core objective** of this study is to **understand the linkages between concession agreements granted (which confers exclusive rights) under public-private partnerships and their impact on competitive dynamics.**

² See FOOTNOTE 1, pg x

³ See FOOTNOTE 1, pp 21-22 for details.

9. Concessions are a “PPP type which makes the concessionaire (established by the selected private sector developer) responsible for the full delivery of services in a specified area, including operation, maintenance, collection, management, and construction and rehabilitation of the system. Importantly, the private sector developer is responsible for all capital investment. Although the concessionaire is responsible for providing the assets, such assets are publicly owned even during the concession period. The public sector is responsible for establishing **performance standards** and **ensuring** that the concessionaire meets them. In essence, the public sector’s role shifts **from being the service provider to regulating the conduct and quality of service.**”⁴
10. Private sector investment through PPP mode is an evolving concept. Numerous **legal, regulatory, legislative, commercial, and financial issues** must be researched, reviewed, and analysed by GOP authorities, **including the impact of concession agreements on competition dynamics.**
11. While transparency and competition are linked to the procurement policy, other issues also affect both competition and competitiveness. PPP projects need to factor in the concerns of COMPETITION COMMISSION OF PAKISTAN (CCP) based on its legal framework (*i.e.*, Competition Act, Rules, and Regulations thereunder)⁵ when granting concessions. Other germane aspects of the regulatory framework⁶ must also be **reviewed** and **analysed** for a **complete mapping of the PPP ecosystem in Pakistan.**
12. Consequently, the **scope of work** revolves around PPP modalities in Pakistan and their **actual** and **potential impact** on different facets of the COMPETITION ACT 2010.

OUTPUTS AND DELIVERABLES

will be the following three:

1. A detailed **mapping** of the PPP process at the Federal and Provincial levels identifying the current ecosystem for PPPs.
2. Developing **appropriate guidelines** and a **guidance manual** that adequately explains the process, entities involved, roles and responsibilities of various entities, approvals required at various stages,

⁴ FOOTNOTE 1, definition of terms, pg xiv

⁵ Competition Commission of Pakistan website: cc.gov.pk

⁶ See FOOTNOTE 1, definition of terms, pg xvii: A framework encompassing all laws, regulations, policies, binding guidelines or instructions, other legal texts of general application, judicial decisions, and administrative rulings governing or setting precedent in connection with PPPs. In this context, the term “policies” refers to other government-issued documents, which are binding on all stakeholders, are enforced in a manner similar to laws and regulations, and provide detailed instructions for the implementation of PPPs.

and the timelines for the various stages of the PPP project life cycle. The guidelines should address the weaknesses identified in §6 of the ADB MONITOR 2021 (PUBLIC-PRIVATE PARTNERSHIP STANDARD OPERATING PROCEDURES, TOOLKITS, TEMPLATES, AND MODEL BID DOCUMENTS).⁷

3. Developing relevant **advocacy material** to be used by the COMMISSION for helping key **stakeholders** in **improving their understanding** of the PPP modality and adherence to international best practices (based on items **a** and **b**, above).

⁷ See FOOTNOTE 1, pp 21-22

SECTION-II

INSTRUCTIONS TO CONSULTANTS

1. Introduction and Invitation to Expression of Interest

1.1 The Competition Commission of Pakistan (hereinafter referred to as “the CCP/Commission/Client”) is an independent body established on October 02, 2007 under the Competition Ordinance, 2007, which was later enacted as Competition Act, 2010. The Competition Act prohibits undertakings from abusing a dominant position in the market, participating in anti-competitive agreements, and resorting to deceptive marketing practices that could result in a transaction based on incorrect or inaccurate information. It also reviews mergers between undertakings that could result in impediments to effective competition. Through advocacy, the Commission encourages voluntary compliance and promotes a ‘competition culture’ to take root in the economy.

1.2 Section 28(1)(b) of the Competition Act requires the Commission to conduct studies for promoting competition in all sectors of the economy and Section 29(b) empowers the Commission to promote competition by reviewing policy frameworks making suitable recommendations for fostering competition.

1.3 The interested and eligible individual Consultants are requested to carefully go through Request for Proposals (RFP) and submit Technical and Financial Proposals as per RFP.

2. Instructions:

2.1 The Client intends to procure services of a individual Consultant for “*Conducting Comprehensive Competition Assessment Study on Public Private Partnership (PPP) and Preparing Guidelines on Competition & PPPs Projects and a Comprehensive Policy Paper on Improving the Understanding of Competition in Concession Agreements*” (hereinafter referred to as the “Project” and/or “Assignment”).

2.2 The bidding will be conducted in accordance with **Quality and Cost Based Selection** method of PPRA’s Procurement of Consultancy Services Regulations, 2010; and **Single Stage Two Envelopes procedure** will be adopted as per PPRA Rules.

2.3 All costs associated with the preparation and submission of the proposals will be borne by the Consultant, and Client will not be liable for any cost incurred therein.

2.4 Consultant must possess expertise, capabilities, experience of similar work, and adequate resources to carryout tasks as per ToRs.

2.5 The Technical Proposals will be evaluated by the Selection Committee in the light of evaluation criteria. Only technically qualified applicants shall be entitled to participate further in the procurement proceedings.

2.6 CCP reserves the right to cross-check and verify the information provided by the applicants through any source. If any false, materially inaccurate, or incomplete information is found at any stage, the applicant shall be disqualified.

2.7 CCP reserves the right to reject any proposal or drop the procuring process at any time prior to signing of service contract as per Rule 33 of PPRA Rules.

2.8 The proposals (technical and financial) must be submitted along with following and contain all required information as per prescribed formats:

- a) CV of Consultant
- b) Details of completed Consultancy Assignments/Projects
- c) Specific Experience of Devising Policies, Frameworks, Competition Assessments, Study Reports, etc., on Public Private Partnerships in Pakistan.
- d) Research methodology, Work Plan, etc.
- e) Financial Proposal

3. Eligibility:

3.1 Consultants not meeting the following mandatory requirements will not be considered for procurement/Technical and Financial evaluation:

- 3.1.1 Consultants should have National Tax Number; and be on Active Taxpayer List (attach proof);
- 3.1.2 Consultants should not be blacklisted by government or any other organization (attach affidavit).

4. Conflict of Interest:

4.1 The Consultant is required to disclose the Client if any conflict of interest exist or may arise during the Contract period. Failure to bring in the notice of Client regarding any possible conflict of interest will cause termination of Contract and/or sanctions by the Client. The Consultant is under obligation to hold Client's interest supreme, avoiding conflicts with other projects/assignments or its own corporate interests, and acting without any consideration of future work.

5. Confidentiality:

5.1 Consultants shall not disclose any information relating to evaluation of Technical and Financial Proposals and recommendations to other Consultants who have submitted proposals for this Project, or to any other person, until the signing of the Contract. Breach of confidentiality will attract clause **6 of RFP**.

6. Fraud/Corrupt Practices:

6.1. Consultants shall adhere to the highest ethical standards in selection process as well as after signing of the Contract, and shall not involve in any kind of corrupt, collusive, fraudulent, coercive or obstructive practices. Such practices shall lead to disqualification of Consultant from selection process or termination of Contract, and blacklisting etc.

7. Preparation of Proposals:

7.1. The proposals should be prepared as per following:

A. Technical:

- (i) The Technical proposal must be prepared – as per Formats in Section-III containing necessary information of Consultant’s past performance, specific relevant experience, education, general approach and methodology, work plan, and specific methodology for involving CCP’s personnel in research work – correctly describing the Consultant ability to perform the assignment, for Technical evaluation and scoring.
- (ii) The Technical Proposal should not include any information relating to Financial Proposal.

B. Financial:

- (i) The Financial Proposal must be prepared as per Section-V, and mention lump sum cost in Pak rupees adding up all applicable taxes, remunerations, and other expenses. The Client will not be paying any other cost, or bear any expense in connection with the Assignment.
- (ii) Subject to prior approval of the Client, travel arrangements including hotel stay (room rent only) for outstation visits of Consultant in connection with carrying out the Project tasks, will be made and funded by the Client. The traveling entitlement of the Consultant shall be equivalent to the entitlement of Client’s Director level position (Grade-8) as per its Travelling Policy.

8. Submission of Proposals:

8.1 The Consultants or authorized representatives shall sign the original Proposals (Technical and Financial) and put initials and/or stamp on all pages of the documents. The authorized person should be given power of attorney in this regard, and be attached with the proposals.

8.2 The Technical proposal in original shall be placed inside sealed envelope, clearly mentioning as “TECHNICAL PROPOSAL” and Consultant name.

8.3 The Financial Proposal in original shall be placed inside of another separate sealed envelope clearly marked as “FINANCIAL PROPOSAL”, with a warning that DO NOT OPEN WITH TECHNICAL PROPOSAL.

8.4 Both the above envelopes of Technical and Financial proposals should be placed into one large envelope and sealed properly. Mention consultant name complete address, phone number of contact person. This envelope should reach the Client as per clause 21 of the RFP. The proposal received after the due time and date will not be entertained.

9. Evaluation of Technical Proposal:

9.1 The Technical Proposals shall be evaluated on the basis of their responsiveness to ToRs and the RFP, as per evaluation criteria and score/marks system specified in Section-IV. The proposal which fails to achieve minimum technical score/marks will be rejected.

10. Opening of Financial Proposal:

10.1 The Financial Proposal of technically responsive Consultants who have secured passing marks, shall be opened in the presence of the Consultants or their representatives who may wish to attend the opening session.

11. Evaluation of Financial Proposal:

11.1 The Financial Proposal of technically responsive Consultants will be reviewed to check whether the proposal is in accordance with the Formats as per Section-V.

11.2 The computational errors, if any, between summation of breakdown amount and the total lump sum quoted amount, the summation of breakdown amount will be considered correct and will prevail.

11.3 If any error is found in words and figures of lump sum quoted price in Financial Proposal, the amount in words shall prevail.

12. Combined (Technical & Financial) Evaluation:

12.1 Quality and Cost Based Selection Method will be used for calculating total score, weightage of the technical and financial scores will be added. The proposals achieving the highest score, in combination of technical and financial, will be considered for technical negotiation. The lowest financial

proposal will be given 100 score. The financial score will be calculated as per following formula:

- (i) **$S_f = 100 \times F_m / F$** . (S_f is financial score = F_m is lowest price, and F the evaluated price of proposal which is being considered)
 The weightage for Technical and Financial proposals are as under:
 Technical (T) = 70
 Financial (P) = 30
 Total score of Technical and Financial will be calculated as per following formula:
 $S = S_t \times T\% + S_f \times P\%$. (S is total score = S_t is technical score x T the weight of technical score + S_f financial score x P the weight of Financial proposal).

13. Validity of Proposals (Technical and Financial):

13.1 The validity of Proposals shall be for a period of ONE YEAR counted from the opening of the technical proposal.

13.2 The validity of proposals may be extended in accordance with relevant provisions of PPRA Rules.

13.3 During the above cited validity period, and extended period (if any) the shortlisted Consultant must remain available along with Key Experts (if any), as per quoted lump sum price in the Financial Proposal.

14. Language:

14.1 The correspondence, Proposals (Technical and Financial) and assignment as per ToRs will be written in English language.

15. Clarification and Amendments of RFP:

15.1 Consultants may request for clarification in writing through email or fax regarding RFP before proposal submission deadline. If any change is made in the RFP, the revised copy of the RFP will be provided/uploaded on CCP and PPRA websites for information of all applicants.

16. Technical Negotiations:

16.1 After opening of Technical and Financial proposals, the Client and highest ranked Consultant will hold a session to discuss the technical approach & methodology, work plan, work schedule, etc., and will finalize the activities as per Terms of Reference. The Client may consider modifications in the proposed Contract and ToRs based on suggestions of the Consultant.

17. Negotiation with 2nd highest ranked bidder:

17.1 In case the highest ranked Consultant fails or refuses to carry out the assignment before signing of Contract, the Client may negotiate with the 2nd highest ranked Consultant, if deemed appropriate.

18. Complaint:

18.1 Any complaint related to the procurement can be addressed to the Director General (Admin) within the period of 07 days of opening of financial proposals.

19. Type of Proposed Contract:

19.1 The Lump Sum Contract will be used for the procurement. A copy of the draft contract specimen is placed at Section VI which will be signed with the successful Consultant.

20. Collection of documents:

20.1 Interested applicants may obtain the RFP from CCP's office or may download from websites of CCP www.cc.gov.pk, or PPRA www.ppra.org.pk.

21. Proposals submission & opening date, time and place:

21.1 The proposals complete in all respect along with required documents in accordance with instructions contained in RFP must reach the undersigned at the given address by the **March 03, 2022, up to 03:00 P.M.** The Technical Proposals will be opened on the same date and same venue at **03:30 P.M** in the presence of applicants or their authorized representatives.

Joint Director (Admin)
Competition Commission of Pakistan,
9th Floor (south), ISE Towers,
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Phone: 0092-51-9100260-63, 9100250, Fax: 0092-51-9100258

SECTION – III**FORMAT-I****C.V OF CONSULTANT**

1.	Name of Consultant:	
2.	Contact details: (Postal Address, email address, phone numbers – landline & mobile)	
3.	CNIC/Passport (attach copy)	
4.	Education: (Only university/college and specialized education of Consultant)	
5.	Employment record / professional experience	(Latest to old) Position held: _____ From Year _____ to _____ Job Description: _____ _____ <u>Organization/Co., name:</u> _____

(Signature)
(Name of applicant)

FORMAT - II**DETAILS OF COMPLETED CONSULTANCY ASSIGNMENTS/PROJECTS**

S #	Title/ Description of Project/ services	Name of clients/ organizations (name of focal person, phone numbers, email)	Duration of contract	Start date	Completion date	Consul- tancy /order cost

(Attach proof of assignment completion).

(Signature)

(Name of applicant)

FORMAT - III

SPECIFIC EXPERIENCE OF DEVISING POLICIES, FRAMEWORKS, WRITE-UPS, PUBLICATIONS, STUDY REPORTS, ETC., ON PUBLIC PRIVATE PARTNERSHIPS.

S#	Title/ Description of task/assignment	Date of completion of Assignment	Name of clients/ organizations

(Attach proof of assignment completion).

(Signature)
(Name of applicant)

FORMAT - IV**APPROACH, METHODOLOGY, AND WORK PLAN**

Technical approach, methodology, work plan and specific methodology for involving Client's personnel in the activities of project/assignment are one of the most important elements of the Technical Proposal. Please explain in detail the following components (minimum 8 to 10 pages) in Technical proposal.

General Approach & Methodology:

- Knowledge of relevant theories, literature, and international best practices. Access to relevant government publications, regulations as well as multiple contracts associated with Concession Agreements is pivotal.
- General understanding of the Public Private Partnership (PPP) ecosystem in Pakistan.
- Theories or frameworks linking Concession Agreements with Competition Law.
- Knowledge of internationally acclaimed Public Private Partnerships (PPP) guidelines and checklists.
- Research Design: Choice of research method and its suitability for this Assignment. Discuss primary and secondary sources of relevant information to be used in the Assignment.
- Research Approach: Provide data collection details, highlighting possible problems and challenges related to this activity. Identify any issues whilst accessing databases/journals etc. Explain contingency measures to counter such issues. If necessary, pinpoint any ethical considerations linked with this research activity.
- Differentiate between facts and assumptions and apply logic checks to improve the research quality.

Work Plan:

- The work plan will demonstrate how the Assignment will be completed within the stipulated time frame with milestones and key deliverables mentioned. This plan can be broken down into various parts, namely: **Objectives, Activities planned to meet objectives, HR/Staff requirement, Person Responsible and Timeline. (This format is just a guideline and not binding.)**

- Moreover, there should be a periodic review and feedback mechanism to track progress towards the goal. A quantifiable metric would be useful in tracking progress.

Involvement of Commission Officers in project activities:

- Involvement and assigning different tasks related to the Assessment to Commission's officers.
- Designated time blocks for information/knowledge sharing sessions.
- Reinforcement sessions or repeated interaction.

SECTION-IV**EVALUATION CRITERIA FOR TECHNICAL PROPOSAL**

S#	Criteria	Marks
1.	Previous consultancy assignments/projects 10 or more completed consultancy assignments = 20 marks <ul style="list-style-type: none"> For below 10, each completed consultancy assignment will carry 02 marks. 	20
2.	Specific Experience of devising policies, frameworks, competition assessments, study reports etc., on Public Private Partnerships: 05 or more assignments = 20 marks <ul style="list-style-type: none"> For below 05, each completed assignment will carry 04 marks. 	20
3.	Employment/Professional experience: <ul style="list-style-type: none"> Experience of more than 10 years = 20 marks Between 05 to 10 years' experience, each year will carry 02 marks. Less than 05 years' experience will be given Zero (0) marks. 	20
4.	Education: <ul style="list-style-type: none"> Master degree or above: = 10 marks Bachelor Degree : = 05 marks 	10
5.	General approach and methodology	15
6.	Work Plan	10
7.	Strategy for involvement of Commission's officers	05

The minimum 55 marks will be required to pass in Technical proposal.

SECTION – V**(FORMAT-1)****FINANCIAL PROPOSAL**

The financial proposal is submitted in total lump sum amount (covering all costs i.e., remunerations, per diem, surveys, printing reports, out of pocket expenses, etc.,) for carrying out the Assignment as mentioned in the ToRs, RFP, and proposed Contract.

The following amount is inclusive of all taxes as applicable on provision of Consultancy Services. The payment will be charged in three instalments i.e., first 40%, second 40% and final 20% of the lump sum quoted amount, after acceptance of the tasks/deliverable by Client:

Financial Proposal for <i>Conducting a Comprehensive Competition Assessment Study on Public-Private Partnerships (PPP) and preparing Guidelines on Competition & PPP Projects and a Comprehensive Policy Paper on Improving the Understanding of Competition in Concession Agreements.</i>		
Quoted lump sum Price in Figures:		PKR
Quoted price of the project in words: ()		
Schedule of Payment:		
1)	First payment on acceptance of Competition Assessment Study on PPP as per Clause 7.1(a) of the Contract.	40%
2)	Second payment after acceptance of Guidelines on Competition and PPP Projects, as per Clause 7.1(b) of the Contract.	40%
3)	Final/Last payment after acceptance of Policy Paper on Improving the Understanding of Competition in Concession Agreements, as per Clause 7.1(c) of the Contract.	20%

(Signed and stamped by Consultant/authorized representative)

(FORMAT-II)

Breakdown of Quoted Lump sum price in Financial Proposal for the Assignment:

S#	Description	Amount
	Total:	
Total amount in words:		

(Signed and stamped by Consultant/authorized representative)

SECTION-VI

CONSULTANCY SERVICES CONTRACT

THIS CONTRACT FOR PROVISION OF CONSULTANCY SERVICES (hereinafter referred to as the “Contract”) is entered in to this (date)_____ at Islamabad

BETWEEN

The Competition Commission of Pakistan, a body corporate established under the Competition Act, 2010 (hereinafter referred to as the “Commission” and/or “Client”), of the first part;

And

 “Consultant” of the second part.

Both above shall hereinafter collectively be referred to as the “Parties”.

The Parties hereto agree as under:

1. The Project:

1.1 Conducting a Comprehensive Competition Assessment Study on Public-Private Partnerships (PPP) and preparing Guidelines on Competition and PPP Projects & a Comprehensive Policy Paper on Improving the Understanding of Competition in Concession Agreements, (hereinafter referred to as “Project”, and/or “assignment”/”task”).

2. Scope of Service:

2.1 The scope of consultancy services (hereinafter referred to as “Services”) to be performed by the Consultant for the Project as described in this Contract, Terms of Reference, Request for Proposals and Technical Negotiations.

3. Duration/Period of Consultancy Contract:

3.1 The Contract shall remain effective for a period of sixteen (16) months counted from the date of signing/execution the Contract till completion of the assignment, unless terminated pursuant to clause 14.

3.2 In case the Services as per Contract are not completed within stipulated timeframe the Consultant may request in writing for extension in Contract period, specifying the justification. However, Consultant will not charge any payment for the extended period of time.

4. Effective date of commencement:

4.1 The date of commencement of the project shall start from signing of this Contract. The Consultant shall start work on the project immediately after signing of this Contract.

5. Obligation of the Consultant:

5.1 The Consultant shall perform the services with due diligence, the highest standards of professional and ethical competence and integrity, to achieve the objectives as specified in Terms of Reference, in this Contract and Request for Proposals.

5.2 The Consultant shall, as much as possible, maintain an in-house presence within the Commission and work closely with the assigned officers of the Commission in the preparation of the report, guidelines and policy paper. The Commission will provide cordial working environment along with necessary staff if required by the Consultant for carrying out the assignment within Commission premises. The Commission's official(s) shall also accompany the Consultant on outstation visits in connection with carrying out assignments under this project like surveys, data collection, meetings with stakeholders, etc., as per ToRs.

5.3 The Consultant shall complete the assignments as per work plan and time schedule agreed during technical discussions. The Consultant shall ensure completion of the assignment within stipulated time of sixteen months.

5.4 The Consultant during the period of this contract, shall not involve in any contract, restrictions or obligations which are inconsistent with the execution of this Contract, or which may interfere with the performance of its Services.

5.5 The Consultant shall not assign this Contract or sub-contract any portion of it to any other person without the Client's prior written consent.

5.6 The Consultant shall perform services as an independent consultant and will not be an employee of the Commission.

5.7 The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

5.8 The Consultant shall not, during the consultancy service period and after its expiration, disclose any proprietary or confidential information relating to the consultancy services, this contract, or operations without the prior written consent of the Client.

6. Obligation of the Client:

6.1 The Client shall designate a well conversant officer to liaise with Consultant and provide necessary information, copies of Commission's reports, Regulations, Rules, etc., that may be required by the Consultant for carrying out the tasks as per ToRs.

6.2 The Client shall provide work space to the Consultant in Commission's office premises in line with clause 5.2.

6.3 The Client shall use its best efforts to make and release payments to the Consultant on timely basis according to clause 7.1.

7. Payment Method/Schedule:

7.1 The payment quoted by the Consultant (including all taxes, levies, charges, etc.) in the Financial Proposal will be divided into three instalments. After acceptance of completed tasks as per Work Plan, the payment will be released within three weeks (deducting/withholding taxes according to applicable Laws) as per following percentages, upon receipt of invoices:

- (a) First payment of 40% will be released after acceptance of Study report on Public-Private Partnerships by the Client as per agreed Work Schedule/Plan.
- (b) The Second payment of 40% will be released after acceptance of Guidelines on Competition and PPP Projects, as per agreed Work Schedule/Plan.
- (c) The final remaining payment will be released after acceptance of Policy Paper on Improving the Understanding of Competition in Concession Agreements, as per agreed Work Schedule/Plan.

7.2 The Client will arrange travelling and Hotel stay of Consultant (maximum one (1) person) for outstation visits, if required, for carrying out assignments as per ToRs, subject to prior approval of the Client. The Client assigned official(s) shall also accompany the Consultant on outstation visits related to the Project i.e., surveys, meetings, etc. The travelling entitlement of the Consultant will be equivalent to Grade-8 of the Client, as per Commission Travelling Policy.

7.3 No other compensation, remuneration or reimbursement shall be permissible, on account of provision of consultancy services.

7.4 The Client shall have the exclusive right to make, alter, vary, change traveling arrangements, as it deem appropriate.

8. Ownership of Material:

8.1 All studies/reports, papers, guidelines or other material, or otherwise, prepared under this Contract by the Consultant for the Client shall belong and remain the property of the Client. The Consultant may retain a copy of such documents; but shall not use them without prior written approval of the Client.

9. Applicable Laws:

9.1 The Parties to this Contract shall respect and abide by all applicable laws and regulations in Pakistan in relation to discharge of Services and Obligations hereunder.

10. Force Majeure:

10.1 If either Party is temporarily unable by reason of force majeure to meet any of its obligations under this Contract, and if such Party gives to the other Party written notice of the event within fourteen (14) days after its occurrence, such obligations of the Party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.

10.2. No Party shall be liable to each other for loss or damage sustained by such other Party arising from any event referred to in Clause 10.1 or delays arising from such event.

10.3 The term "force majeure", as employed herein shall mean an event or situation beyond the control of the Parties that is not foreseeable, is unavoidable, is by operation of law and its origin is not due to negligence or lack of care on the part of the Parties. Such events may include acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrection, riots, civil disturbances, explosions, and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome. The Parties understand and undertake that the circumstances, events and situations existing in Pakistan at the time of execution of this Contract do not amount to force majeure events. However, if by reason of COVID any delays occur the Consultant may seek extension as per Clause 3.2.

11. Notices or Requests:

11.1 Any notice or request required or permitted to be given or made under this Contract shall be in writing in the English language. Such notice or request shall be deemed to be duly given or made when it has been delivered

by hand, mail, facsimile, electronic mail (e-mail) to the Party to which it is required to be given or made at such Party's address specified below or at such other address as the Parties may specify in writing.

To Client: Name: Competition Commission of Pakistan
 Address: 9th Floor South, ISE Towers, 55-B,
 Jinnah Avenue, Islamabad, Pakistan.
 Phone: (+92) 51-9100260-3
 Fax: (+92) 51-9100258
 Email: sdhussain@cc.gov.pk

To Name:
 Consultant: Address:
 Phone:
 Email:

12. Appendices:

12.1 The Appendix to this Contract like Terms of Reference, RFP Technical and Financial Proposals, Forms, Formats, Annexures, Negotiations, shall form an integral and substantive part of this Contract and shall be binding on the Parties to this Contract as if they were parties thereto.

13. Indemnification:

13.1 The Consultant shall indemnify, protect and defend at its own expense and cost, the Client, its Officers and employees, from and against any and all actions, claims, losses or damages arising out of any violation by the Consultant, its personnel, in the course of the Services, of rights of third parties, in respect of intellectual property rights.

13.2 The Consultant shall indemnify, protect and defend, at its own expense and cost, the Client, its Officers and employees, from and against any and all actions, claims, losses or damages where such actions, claims, losses or damages is or are the result of malfeasance or gross negligence of the Consultants and its personnel.

13.3 The Consultant shall, at its own cost and expense, upon request of the Client, re-perform the Services under this Contract in the event of Consultant's failure to exercise the skill and care required under this Contract. The Commission's determination in this regard shall be final.

14. Termination:

14.1 The Client may by written notice to the Consultant terminate this Contract;

- (a) if the Consultant breaches any of its material obligations under this Contract, which inter alia include performance of services up to the satisfaction of Client, and is unable to cure the breach within thirty (30) days of issuance of a written notice with regards to the breach;
- (b) if the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive in competing for or in performing the Contract.

14.2 The Consultant may by written notice to the Client terminate this Contract;

- (a) if the Client fails to make payment to the Consultant after acceptance of reports/work within 60 days of the receipt of invoice.

14.3 Upon termination of this Contract, all work in progress and related material, record and reports shall be immediately returned/furnished to the Client by the Consultant.

15. Dispute Settlement:

15.1 In case of any disagreement or dissatisfaction between the parties regarding whether services have been rendered in accordance with the ToRs, the parties will work together in good faith in an effort to resolve such disagreement prior to pursuing their respective remedies at law. If the dispute or difference which cannot be amicably settled between the Parties, shall be finally settled under the provisions of the Arbitration Act, 1940, and Rules made thereunder as amended from time to time. The venue of arbitration shall be Islamabad having exclusive jurisdiction with reference to the subject matter of this Contract.

16. Authorized Representative:

16.1 Any action required or permitted to be taken and any document required or permitted to be executed under this Contract, may be taken or executed on behalf of the Client by _____ and Consultant or on his behalf by _____ who are/is duly authorized in this regard.

17. Variation of Contract:

17.1 This Contract may be varied with mutual consent of both the Parties. All such variations shall be in writing signed by the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their respective names as of the day and year first above written.

<p>For and on Behalf of CCP:</p> <p>_____</p> <p>Name: Designation: CNIC: 38101-0602308-7 Address: 9th Floor(south), ISE Towers, Jinnah Avenue, Islamabad.</p>	<p>Consultant or representative on Behalf of consultant:</p>
--	---

WITNESSES:

1. _____

2. _____

SECTION-VII

TECHNICAL AND FINANCIAL PROPOSALS FORWARDING LETTER (FORMAT)

Ref. _____

Date: _____

To:

Joint Director (Admin)
Competition Commission of Pakistan,
9th Floor, ISE Towers, Jinnah Avenue,
Islamabad.

Reference CCP's Expression of Interest published in the _____, dated _____ for procurement of Consultancy Services for Conducting Comprehensive Competition Assessment Study on Public-Private Partnerships (PPP) and preparing Guidelines on Competition & PPP Projects and a Comprehensive Policy Paper on Improving the Understanding of Competition in Concession Agreements.

I am pleased to submit "Technical Proposal" and "Financial Proposal" for Conducting above cited assignment.

The Technical and Financial Proposals shall be binding upon me subject to any change, modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposals/Contract.

Yours sincerely,

Consultant Signature: _____

Name: _____

Address: _____

(END of RFP for this Assignment)

REQUEST FOR PROPOSALS (RFP)

Procurement of Consultancy Services

For

**Conducting a Comprehensive Competition
Assessment Study on Pharmaceutical Sector**



**COMPETITION COMMISSION OF PAKISTAN
GOVERNMENT OF PAKISTAN
9TH FLOOR, ISE TOWERS, JINNAH AVENUE,
ISLAMABAD.**

Tel: 0092-51-9100260-63, 9100250, Fax: 0092-51-9100258

SECTION-I

TERMS OF REFERENCE (TORS)

Competition Assessment of the *Pharmaceutical Sector* in Pakistan

BACKGROUND

The global pharmaceutical industry is expected to reach USD~1570 bln in Calendar Year (CY) 2023 at a Cumulative Annual Growth Rate (CAGR) of ~7.5%. During the onset of the COVID-19 pandemic in CY20, the focus of pharmaceutical industry shifted towards developing effective vaccines.⁸ In 2020, the value of the pharmaceutical sector of Pakistan was estimated to be around USD 3.2 billion, doubling from USD 1.64 billion in 2011.⁹ Pakistan's pharmaceutical industry is the tenth largest in the Asia-Pacific region and has shown promising growth over the last two decades according to several sources. Total exports increased four-fold to reach USD 218 million in 2019, from USD 44.4 million in 2003.¹⁰ The number of operational manufacturing firms in the sector has been increasing since 1990 to over 700 firms currently.

The pharmaceutical sector has a weight of 3.620 in the Quantum Index of Manufacturing (QIM). Pharmaceuticals witnessed a double digit growth of 12.57 percent during July-March FY2021 against 5.29% contraction last year. Panic buying and escalated prices led to this situation.¹¹

The sector composition is skewed in favour of large companies with the top 10 firms enjoying 46 per cent of market share. Top 100 companies hold ~97% of the total market share whereas, remaining more than 500 companies hold only ~3% market share. **This leaves more than 650 small and medium sized firms competing for the remaining 3 percent of the market.**¹²

The pharmaceutical sector contributed 1.17% to the GDP in FY2020.¹³ The pharmaceutical sector in Pakistan is estimated to employ around 90,000 workers directly and 150,000 indirectly.¹⁴

Together the local and foreign firms meet about 80 percent of the domestic pharmaceutical demand while the rest is imported by licenced pharmaceutical trading companies. A large proportion of imported medicine originates from China, US, UK, Germany, Switzerland, Japan, Netherlands, and France.

⁸ PACRA, 2021. Pharmaceutical Sector Study.

⁹ The Pakistan Business Council (PBC) & The Consortium for Development Policy Research (CDPR). *A Health Check for a Better Future: Unleashing The Potential of Pharmaceuticals in Pakistan*.

¹⁰ See fn9

¹¹ Economic Survey of Pakistan 2020-21, Chapter 3.

¹² See fn9

¹³ See fn8

¹⁴ See fn9

In the backdrop of growth in this sector there are divergent concerns of both **manufacturers** on regulated prices that undermine incentives to manufacturing business, and **consumers**, who feel that there are quality issues with off-the-shelf medicine and difficult access to important medicine, including vaccines and lifesaving drugs.

It is thus necessary to undertake a market study of the pharmaceutical sector to determine the **level of competitiveness and practices impeding competition in any particular segment** therein and to see how consumers are being and could be affected by relevant government policies and the regulatory structures in place.

OBJECTIVE AND SCOPE OF WORK

The **objective** of this study is to:

- (a) Generate **updated evidence** on the **state of competition** in pharmaceutical sector of Pakistan, and **suggest legislative, regulatory, and policy recommendations** to promote competition.
- (b) Document the **consumer** perspective regarding **quality, pricing, and access** to pharmaceutical products.
- (c) Document the perspectives of **manufacturing** community to assess their concerns regarding further need for deregulation and regard for market forces to determine costs and retail prices in this sector.
- (d) Compare the **regulatory** environment of this sector with countries in the region and offer learning/lessons from these countries.¹⁵

Within the context explained in the above-mentioned objectives, the **scope of work** is a study focusing on the following key research and evaluation questions will be conducted:

- (a) Updating the information on **market structures** in the pharmaceutical sector, including a discussion on strengths, weaknesses, opportunities and threats faced by this sector.
- (b) **It is necessary to trifurcate the sector into different categories e.g., essential medicines, non-essential medicines, and vitamins/supplements/ wellness products. Distinct, granular market analysis of the aforementioned subsectors is required.** This will also include a discussion around the role of various stakeholders in sub-markets as well as the market as a whole.
- (c) Updating the information on the contribution of pharmaceutical sector towards attracting **direct and indirect investment**, generating employment, contributing to net trade (export minus imports of pharmaceutical products), government revenues, and the overall gross domestic product.
- (d) Conducting a rapid **regulatory impact assessment** – a systemic approach to critically assessing the impact of regulations and non-regulatory alternatives on pharmaceutical industry in Pakistan. This will also include

¹⁵ The Pakistan Pharmaceutical Manufacturers Association (PPMA) took out advertisements in most national dailies on 5 January 2017 with the title "High Potential Pharma Industry Suffers Due to Inconsistent & Non-transparent policies of DRAP."

review of regulations and policies regarding their adequacy and effectiveness in promoting efficiency, transparency and competition.

- (e) Scrutinise, using a qualitative approach, the concerns regarding the **rising input** and **trade costs** faced by the pharmaceutical industry including material, intermediate goods, and cost related to human resources in this industry.
- (f) Scrutinise using a qualitative approach, the concerns of **consumers** regarding pricing, access and quality of goods and services provided by the pharmaceutical industry.
- (g) Evaluation of the presumptions regarding anti-competitive practices in the domestic pharmaceutical market.
- (h) Formulating a set of **legislative, regulatory, and policy**-level recommendations based on identified issues for improving market outcomes for producers, traders and consumers in this sector.

In the **preparation** of these research-and-evaluation tasks, the consultant(s) will be expected to:

- (a) Review existing literature (published independent work, government reports, industry reports, and review of laws and policies governing pharmaceutical sector)
- (b) Use a recognised competition assessment framework (*e.g.*, DFID COMPETITION ASSESSMENT FRAMEWORK,¹⁶ WORLD BANK'S MARKETS AND COMPETITION POLICY ASSESSMENT TOOL (MCPAT), or OECD TOOLKIT¹⁷) to highlight main issues concerning competition in this sector, and analyse data and offer inference from data and information provided by various stakeholders in the provision of goods and services in this sector (*e.g.*, MINISTRY OF NATIONAL HEALTH SERVICES, Regulation and Co-ordination, Drug Regulatory Authority of Pakistan/other health sector regulators, provincial governments and their relevant institutions, district-level regulators, district-level health sector administrators, administrators of public and private hospitals, and bodies such as the PAKISTAN PHARMACEUTICAL MANUFACTURERS ASSOCIATION, PHARMA BUREAU, *etc.*

OUTPUTS AND DELIVERABLES

Will be the following:

1. Regular status reports to the COMPETITION COMMISSION OF PAKISTAN, highlighting progress, delays, issues, and other matters that could affect the study's timelines.
2. An **interim draft** of study covering the main research and evaluation questions mentioned under scope of work and covering the above-mentioned methodology.
3. **Presentation** on the interim draft report for stakeholders in the provision of pharmaceutical sector goods and services.

¹⁶ Available online at <http://www.oecd.org/daf/competition/reducingregulatoryrestrictionsoncompetition/46192459.pdf>

¹⁷ The OECD's Competition Assessment Toolkit is available at <http://www.oecd.org/competition/assessment-toolkit.htm>

4. A **final** version of study incorporating inputs and comments received during the presentation.
5. **Publishing/printing** of the study as per guidelines provided by the Competition Commission of Pakistan.
6. **Availability to address** queries (if any) by stakeholders on the report.

CO-ORDINATION WITH STAKEHOLDERS

The consultant is expected to co-ordinate with and inform stakeholders on the objectives of this study. This co-ordination is particularly expected with respect to MINISTRY OF NATIONAL HEALTH SERVICES, the DRUG REGULATORY AUTHORITY OF PAKISTAN, the PAKISTAN PHARMACEUTICAL MANUFACTURERS ASSOCIATION (PPMA), the PHARMA BUREAU, and consumer associations/ organisations representing the interests of the wider civil society.

SECTION-II

INSTRUCTIONS TO CONSULTANTS

1. Introduction & Invitation to EoI:

1.1 The Competition Commission of Pakistan (hereinafter referred to as “the CCP/Commission/Client”) is an independent body established on October 02, 2007 under the Competition Ordinance, 2007, which was later enacted as Competition Act, 2010. The Competition Act prohibits undertakings from abusing a dominant position in the market, participating in anti-competitive agreements, and resorting to deceptive marketing practices that could result in a transaction based on incorrect or inaccurate information. It also reviews mergers between undertakings that could result in impediments to effective competition. Through advocacy, the Commission encourages voluntary compliance and promotes a ‘competition culture’ to take root in the economy.

1.2 Section 28(1)(b) of the Competition Act requires the Commission to conduct studies for promoting competition in all sectors of the economy and Section 29(b) empowers the Commission to promote competition by reviewing policy frameworks making suitable recommendations for fostering competition.

1.3 The interested and eligible individual Consultants are requested to carefully go through the Request for Proposals (RFPs) and submit Technical and Financial Proposals as per RFP.

2. Instructions:

2.1 The Client intends to procure services of an individual Consultant for **“Conducting a Comprehensive Competition Assessment Study on Pharmaceutical Sector”** (hereinafter referred to as the “Project” and/or “Assignment”).

2.2 The bidding will be conducted in accordance with **Quality and Cost Based Selection** method of PPRA’s Procurement of Consultancy Services Regulations, 2010; and **Single Stage Two Envelopes** procedure will be adopted as per PPRA Rules.

2.3 All costs associated with the preparation and submission of the proposals will be borne by the Consultant, and Client will not be liable for any cost incurred therein.

2.4 Consultant must possess expertise, capabilities, experience of similar work, and adequate resources to carryout tasks as per ToRs.

2.5 The Technical Proposals will be evaluated by the Selection Committee in the light of evaluation criteria. Only technically qualified applicants shall be entitled to participate further in the procurement proceedings.

2.6 CCP reserves the right to cross-check and verify the information provided by the applicants through any source. If any false, materially inaccurate, or incomplete information is found at any stage, the applicant shall be disqualified.

2.7 CCP reserves the right to reject any proposal or drop the procuring process at any time prior to signing of service contract as per Rule 33 of PPRA Rules.

2.8 The proposals (technical and financial) must be submitted along with following and contain all required information as per prescribed formats:

- a) CV of Consultant
- b) Details of completed consultancy assignments/projects
- c) Details of specific experience of conducting research studies/ publications on Pharmaceutical Sector
- d) Research methodology, Work Plan, etc.
- e) Financial Proposal

3. Eligibility:

3.1 Consultants not meeting the following mandatory requirements will not be considered for procurement/Technical and Financial evaluation:

- 3.1.1 Consultants should have National Tax Number; and be on Active Taxpayer List (attach proof);
- 3.1.2 Consultants should not be blacklisted by government or any other organization (attach affidavit).

4. Conflict of Interest:

4.1 Consultant is required to disclose the Client if any conflict of interest exist or may arise during the Contract period. Failure to bring in the notice of Client regarding any possible conflict of interest will cause termination of Contract and/or sanctions by the Client. The Consultant is under obligation to hold Client's interest supreme, avoiding conflicts with other

projects/assignments or its own corporate interests, and acting without any consideration of future work.

5. Confidentiality:

5.1 Consultants shall not disclose any information relating to evaluation of Technical and Financial Proposals and recommendations to other Consultants who have submitted proposals for this Project, or to any other person, until the signing of the Contract. Breach of confidentiality will attract clause **6 of RFP**.

6. Fraud/Corrupt Practices:

6.1. Consultants shall adhere to the highest ethical standards in selection process as well as after signing of the Contract, and shall not involve in any kind of corrupt, collusive, fraudulent, coercive or obstructive practices. Such practices shall lead to disqualification of Consultant from selection process or termination of Contract, and blacklisting etc.

7. Preparation of Proposals:

7.1. The proposals should be prepared as per following:

A. Technical:

- (i) The Technical proposal must be prepared – as per Formats in Section-III containing necessary information of Consultant’s past performance, specific relevant experience, education, general approach and methodology, work plan, and specific methodology for involving CCP’s personnel in research work – correctly describing the Consultant ability to perform the assignment, for Technical evaluation and scoring.
- (ii) The Technical Proposal should not include any information relating to Financial Proposal.

B. Financial:

- (i) The Financial Proposal must be prepared as per Section-V, and mention lump sum cost in Pak rupees adding up all applicable taxes, remunerations, and other expenses. The Client will not be paying

any other cost, or bear any expense in connection with the Assignment.

- (ii) Subject to prior approval of the Client, travel arrangements including hotel stay (room rent only) for outstation visits of Consultant in connection with carrying out the Project tasks, will be made and funded by the Client. The traveling entitlement of the Consultant shall be equivalent to the entitlement of Client's Director level position (Grade-8) as per its Travelling Policy.

8. Submission of Proposals:

8.1 The Consultants or authorized representatives shall sign the original Proposals (Technical and Financial) and put initials and/or stamp on all pages of the documents. The authorized person should be given power of attorney in this regard, and be attached with the proposals.

8.2 The Technical proposal in original shall be placed inside sealed envelope, clearly mentioning as "TECHNICAL PROPOSAL" and Consultant name.

8.3 The Financial Proposal in original shall be placed inside of another separate sealed envelope clearly marked as "FINANCIAL PROPOSAL", with a warning that DO NOT OPEN WITH TECHNICAL PROPOSAL.

8.4 Both the above envelopes of Technical and Financial proposals should be placed into one large envelope and sealed properly. Mention consultant name complete address, phone number of contact person. This envelope should reach the Client as per clause 21 of the RFP. The proposal received after the due time and date will not be entertained.

9. Evaluation of Technical Proposal:

9.1 The Technical Proposals shall be evaluated on the basis of their responsiveness to ToRs and the RFP, as per evaluation criteria and score/marks system specified in Section-IV. The proposal which fails to achieve minimum technical score/marks will be rejected.

10. Opening of Financial Proposal:

10.1 The Financial Proposal of technically responsive Consultants who have secured passing marks, shall be opened in the presence of the Consultants or their representatives who may wish to attend the opening session.

11. Evaluation of Financial Proposal:

11.1 The Financial Proposal of technically responsive Consultants will be reviewed to check whether the proposal is in accordance with the Formats as per Section-V.

11.2 The computational errors, if any, between summation of breakdown amount and the total lump sum quoted amount, the summation of breakdown amount will be considered correct and will prevail.

11.3 If any error is found in words and figures of lump sum quoted price in Financial Proposal, the amount in words shall prevail.

12. Combined (Technical & Financial) Evaluation:

12.1 Quality and Cost Based Selection Method will be used for calculating total score, weightage of the technical and financial scores will be added. The proposals achieving the highest score, in combination of technical and financial, will be considered for technical negotiation. The lowest financial proposal will be given 100 score. The financial score will be calculated as per following formula:

(i) **$S_f = 100 \times F_m / F$** . (S_f is financial score = F_m is lowest price, and F the evaluated price of proposal which is being considered)

The weightage for Technical and Financial proposals are as under:

Technical (T) = 70

Financial (P) = 30

Total score of Technical and Financial will be calculated as per following formula:

$S = S_t \times T\% + S_f \times P\%$. (S is total score = S_t is technical score x T the weight of technical score + S_f financial score x P the weight of Financial proposal).

13. Validity of Proposals (Technical and Financial):

13.1 The validity of Proposals shall be for a period of ONE YEAR counted from the opening of the technical proposal.

13.2 The validity of proposals may be extended in accordance with relevant provisions of PPRA Rules.

13.3 During the above cited validity period, and extended period (if any) the shortlisted Consultant must remain available along with Key Experts (if any), as per quoted lump sum price in the Financial Proposal.

14. Language:

14.1 The correspondence, Proposals (Technical and Financial) and assignment as per ToRs will be written in English language.

15. Clarification and Amendments of RFP:

15.1 The Consultants may request for clarification in writing through email or fax regarding RFP before proposal submission deadline. If any change is made in the RFP, the revised copy of the RFP will be provided/uploaded on CCP and PPRA websites for information of all applicants.

16. Technical Negotiations:

16.1 After opening of Technical and Financial proposals, the Client and highest ranked Consultant will hold a session to discuss the technical approach & methodology, work plan, work schedule, etc., and will finalize the activities as per Terms of Reference. The Client may consider modifications in the proposed Contract and ToRs based on suggestions of the Consultant.

17. Negotiation with 2nd highest ranked bidder:

17.1 In case the highest ranked Consultant fails or refuses to carry out the assignment before signing of Contract, the Client may negotiate with the 2nd highest ranked Consultant, if deemed appropriate.

18. Complaint Procedure:

18.1 Any complaint related to the procurement can be addressed to the Director General (Admin) within the period of 07 days of opening of financial proposals.

19. Proposed Contract:

19.1 The Lump Sum Contract will be used for the procurement. A copy of the draft contract specimen is placed at Section VI, which will be signed with the successful Consultant.

20. Collection of documents:

20.1 Interested applicants may obtain the RFP from CCP's office or may download from websites of CCP www.cc.gov.pk, or PPRA www.ppra.org.pk.

21. Proposals submission & opening date, time and place:

21.1 The proposals complete in all respect along with required documents in accordance with instructions contained in RFP must reach the undersigned at the given address by **March 03, 2022, up to 03:00 P.M.** The Technical Proposals will be opened on the same date and same venue at **03:30 P.M** in the presence of applicants or their authorized representatives.

Joint Director (Admin)
Competition Commission of Pakistan,
9th Floor (south), ISE Towers,
Jinnah Avenue, Islamabad
Phone: 0092-51-9100260-63, 9100250, Fax: 0092-51-9100258
E.mail: azaman@cc.gov.pk

SECTION – III**FORMAT-I****C.V OF CONSULTANT**

1.	Name of Consultant:	
2.	Contact details: (Postal Address, email address, phone numbers – landline & mobile)	
3.	CNIC/Passport (attach copy)	
4.	Education: (Only university/college and specialized education of Consultant)	
5.	Employment record / professional experience	(Latest to old) Position held: _____ From Year _____ to _____ Job Description: _____ _____ <u>Organization/Co., name:</u> _____

(Signature)
(Name of applicant)

FORMAT - II**DETAILS OF COMPLETED CONSULTANCY ASSIGNMENTS/PROJECTS**

S #	Title/ Description of Project/ services	Name of clients/ organizations (name of focal person, phone numbers, email)	Duration of contract	Start date	Completion date	Consul- tancy /order cost

(Attach proof of assignment completion).

(Signature)

(Name of applicant)

FORMAT - III

**DETAILS OF SPECIFIC EXPERIENCE OF CONDUCTING RESEARCH
STUDIES/PUBLICATIONS ON PHARMACEUTICAL SECTOR OF
PAKISTAN**

S#	Title/ Description of task/assignment	Date of completion of Assignment	Name of clients/ organizations

(Attach proof of assignment completion).

(Signature)
(Name of applicant)

FORMAT - IV**APPROACH, METHODOLOGY, AND WORK PLAN**

Technical approach, methodology, work plan and specific methodology for involving Client's personnel in the activities of project/assignment are one of the most important elements of the Technical Proposal. Please explain in detail the following components (minimum 8 to 10 pages) in Technical proposal.

General Approach & Methodology:

- Delineate frameworks to be used in the study.
- Knowledge of relevant theories, literature, and international best practices used in market studies and Competition Assessments (e.g., OECD competition assessment toolkit). Identify any issues in the particular sector accessing databases/journals etc.
- Nature of data collected (Qualitative or Quantitative), explaining it and why it is related to the proposed study.
- Theories or frameworks linked to the proposed research approach with an explanation on how it is related to the Competition Assessment.
- Research Design: choice of research method and its suitability for this study. Discuss primary and secondary sources of data to be used in the study.
- Data Collection: Justifying the choice of method governing how data will be collected, highlighting possible problems and challenges related to this activity. Explain contingency planning to counter such issues. If necessary, pinpoint any ethical issues arising from this research activity.
 - The use of cross sectional, time series, or panel data needs to be justified.
 - Data preparation and cleaning techniques.
 - Determination of sampling frame, participant selection, and sampling technique, with relevance to the Competition Assessment under consideration.
- Data Analysis methods should be aligned with data collection methods. Mention the software and techniques used for analytical purposes.

- Ability to conduct statistical and econometric analysis and explain why it is important in a competition assessment. Mention the degree of proficiency in analytical software.
- Differentiate between facts and assumptions and apply logic checks to improve the research quality.
- Understanding the dynamics of demand estimation and its role in competition assessments. Mention robustness checks to validate findings of the model.

Work Plan:

- The work plan is aimed at professionally conducting the study within the stipulated time frame. This plan can be broken down into various parts, namely: **Objectives, Activities planned to meet objectives, HR/Staff requirement, Person Responsible and Timeline. (This format is just a guideline and not binding.)**
- Moreover, there should be a periodic review and feedback mechanism to track progress towards the goal. A quantifiable metric would be useful in tracking progress.

Miscellaneous (to be incorporated into the Methodology or Study Scope as deemed suitable)

- Understanding the different types of barriers to entry.
- Understanding the industrial economics dimension of competition law. Understanding of various facets of sector analysis. Estimation and calculation of metrics such as market concentration ratios, Herfindahl Hirschmann Index (HHI), the Lerner Index, Market size estimation (By volume or revenues). Familiarity with frameworks such as Porter's 5 Forces and the Structure-Conduct-Performance (SCP) would be an added advantage.
- Knowledge of different elasticities of demand (own price and cross price elasticity) and the ability to calculate and estimate these values. Highlight the importance of demand substitution.
- Appreciating the differences between economic and accounting costs and how it impacts competition analysis. Use of proxies, where data isn't available.
- Application of theories about market structures to the sector being studied. Ability to assess the state/degree of competition at different levels of the supply chain. (Granular analysis)
- Knowledge of core concepts like Market definition (product and geographic). The consultant should be well versed with tests such as

SSNIP/Hypothetical monopolist test, critical loss analysis and their practical implementation.

- Price correlation tests and price stationarity tests.
- Competition violations stemming from vertical and horizontal agreements.
- Conduct regression analysis and statistical/econometric estimates.
- Comparison with other jurisdictions and knowledge of international best practices.

Involvement of Commission Officers in project activities:

- Involvement and assigning different tasks related to the Assessment to Commission's officers.
- Designated time blocks for information/knowledge sharing sessions.
- Reinforcement sessions or repeated interaction.

SECTION-IV

EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

S#	Criteria	Marks
1.	Consultancy assignments/projects completed: <ul style="list-style-type: none"> • 10 or more completed consultancy assignments = 20 marks • For below 10, each completed consultancy assignment will carry 02 marks. 	20
2.	Specific Experience of Conducting Research Studies/Publications on Pharmaceutical Sector: <ul style="list-style-type: none"> • 05 or more assignments = 20 marks • For below 05, each Research Study/Publication will carry 04 marks. 	20
3.	Employment/Professional experience in the Pharma Sector <ul style="list-style-type: none"> • Experience of more than 10 years = 20 marks • Between 05 to 10 years' experience, each year will carry 02 marks. • Less than 05 years' experience will be given Zero (0) marks. 	20
4.	Education: <ul style="list-style-type: none"> • Master degree or above: = 10 marks • Bachelor Degree : = 05 marks 	10
5.	General approach and methodology	15
6.	Work Plan	10
7.	Strategy for involvement of Commission's officers	05

Minimum 55 marks will be required to pass in Technical proposal.

SECTION – V**(FORMAT-1)****FINANCIAL PROPOSAL**

The financial proposal is submitted in total lump sum amount (covering all costs i.e., remunerations, per diem, surveys, printing reports, out of pocket expenses, etc.) for carrying out the Assignment as mentioned in the ToRs, RFP, and proposed Contract.

The following amount is inclusive of all taxes as applicable on provision of Consultancy Services. The payment will be charged in three instalments i.e., first 30%, second 30% and final 40% of the lump sum quoted amount, after acceptance of the tasks/deliverable by Client:

Financial Proposal for Conducting a Comprehensive Competition Assessment Study on Pharmaceutical Sector.		
Quoted lump sum Price in Figures:		PKR
Quoted price of the project in words: ()		
Schedule of Payment:		
1)	First payment on acceptance of first draft as per Clause 7.1(a) of the Contract.	30%
2)	Second payment after acceptance of revised/amended second draft, as per Clause 7.1(b) of the Contract.	30%
3)	Final/Last payment after acceptance of Complete Report, as per Clause 7.1(c) of Contract.	40%

(Signature of the Consultant)

(FORMAT-II)

Breakdown of Quoted Lump sum price in Financial Proposal for the Assignment:

S#	Description	Amount
	Total:	
Total amount in words:		

(Signature of the Consultant)

SECTION-VI

CONSULTANCY SERVICES CONTRACT

THIS CONTRACT FOR PROVISION OF CONSULTANCY SERVICES (hereinafter referred to as the “Contract”) is entered in to this (date)_____ at Islamabad

BETWEEN

The Competition Commission of Pakistan, a body corporate established under the Competition Act, 2010 (hereinafter referred to as the “Commission” and/or “Client”), of the first part;

And

“Consultant” of the second part.

Both above shall hereinafter collectively be referred to as the “Parties”.

The Parties hereto agree as under:

1. The Project:

1.1 Conducting a Comprehensive Competition Assessment Study on Pharmaceutical Sector, (hereinafter referred to as “Project”, and/or “assignment”/”task”).

2. Scope of Service:

2.1 The scope of consultancy services (hereinafter referred to as “Services”) to be performed by the Consultant for the Project as described in this Contract, Terms of Reference, Request for Proposals and Technical Negotiations.

3. Duration/Period of Consultancy Contract:

3.1 The Contract shall remain effective for a period of TWELVE MONTHS counted from the date of signing/execution the Contract till completion of the assignment, unless terminated pursuant to clause 14.

3.2 In case the Services as per Contract are not completed within stipulated timeframe the Consultant may request in writing for extension in Contract period, specifying the justification. However, Consultant will not charge any payment for the extended period of time.

4. Effective date of commencement:

4.1 The date of commencement of the project shall start from signing of this Contract. The Consultant shall start work on the project immediately after signing of this Contract.

5. Obligation of the Consultant:

5.1 The Consultant shall perform the services with due diligence, the highest standards of professional and ethical competence and integrity, to achieve the objectives as specified in Terms of Reference, in this Contract and Request for Proposal.

5.2 The Consultant shall, as much as possible, maintain an in-house presence within the Commission and work closely with the assigned officers of the Commission. The Commission will provide cordial working environment along with necessary staff if required by the Consultant for carrying out the assignment within Commission premises. The Commission's official(s) shall also accompany the Consultant on outstation visits in connection with carrying out assignments under this project like surveys, data collection, meetings with stake holders, etc., as per ToRs.

5.3 The Consultant shall complete the assignments as per work plan and time schedule agreed during technical discussions. The Consultant shall ensure completion of the assignment within stipulated time.

5.4 The Consultant during the period of this contract, shall not involve in any contract, restrictions or obligations which are inconsistent with the execution of this Contract, or which may interfere with the performance of its Services.

5.5 The Consultant shall not assign this Contract or sub-contract any portion of it to any other person without the Client's prior written consent.

5.6 The Consultant shall perform services as an independent consultant and will not be an employee of the Commission.

5.7 The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

5.8 The Consultant shall not, during the consultancy service period and after its expiration, disclose any proprietary or confidential information relating to the consultancy services, this contract, or operations without the prior written consent of the Client.

6. Obligation of the Client:

6.1 The Client shall designate a well conversant officer to liaise with Consultant and provide necessary information, copies of Commission's reports, Regulations, Rules, etc., that may be required by the Consultant for carrying out the tasks as per ToRs.

6.2 The Client shall provide work space to the Consultant in Commission's office premises in line with clause 5.2.

6.3 The Client shall use its best efforts to make and release payments to the Consultant on timely basis according to clause 7.1.

7. Payment Method/Schedule:

7.1 The payment quoted by the Consultant (including all taxes, levies, charges, etc.) in the Financial Proposal will be divided into three instalments. After acceptance of completed tasks as per Work Plan, the payment will be released within three weeks (deducting/withholding taxes according to applicable Laws) as per following percentages, upon receipt of invoices:

- (d) The Consultant shall submit first draft of report within four months of the signing of the Contract. First payment of 30% will be released after acceptance of first draft by the Client.
- (e) The Consultant shall submit duly vetted and amended second draft of the report as per suggestion of the Client, within two months of the acceptance of first draft. Second payment of 30% will be released after acceptance of second draft.
- (f) The Consultant shall submit final report, within 45 days of the acceptance of second draft. Another two months will be allowed for incorporation of comments received from COMPETITION COMMISSION OF PAKISTAN, presentation of interim version to stakeholders, and finalising the report based on comments received from stakeholders. And payment will be released after acceptance of final report.

7.2 The Client will arrange travelling and Hotel stay of Consultant (maximum one (1) person) for outstation visits, if required, for carrying out assignments as per ToRs, subject to prior approval of the Client. The Client assigned official(s) shall also accompany the Consultant on outstation visits

related to the Project i.e., surveys, meetings, etc. The travelling entitlement of the Consultant will be equivalent to Grade-8 of the Client, as per Commission Travelling Policy.

7.3 No other compensation, remuneration or reimbursement shall be permissible, on account of provision of consultancy services.

7.4 The Client shall have the exclusive right to make, alter, vary, change traveling arrangements, as it deem appropriate.

8. Ownership of Material:

8.1 All studies/reports, papers, surveys, or other material, or otherwise, prepared under this Contract by the Consultant for the Client shall belong and remain the property of the Client. The Consultant may retain a copy of such documents; but shall not use them without prior written approval of the Client.

9. Applicable Laws:

9.1 The Parties to this Contract shall respect and abide by all applicable laws and regulations in Pakistan in relation to discharge of Services and Obligations hereunder.

10. Force Majeure:

10.1 If either Party is temporarily unable by reason of force majeure to meet any of its obligations under this Contract, and if such Party gives to the other Party written notice of the event within fourteen (14) days after its occurrence, such obligations of the Party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.

10.2. No Party shall be liable to each other for loss or damage sustained by such other Party arising from any event referred to in Clause 10.1 or delays arising from such event.

10.3 The term "force majeure", as employed herein shall mean an event or situation beyond the control of the Parties that is not foreseeable, is unavoidable, is by operation of law and its origin is not due to negligence or lack of care on the part of the Parties. Such events may include acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrection, riots, civil disturbances, explosions, and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome. The Parties understand and undertake that the circumstances, events and situations

existing in Pakistan at the time of execution of this Contract do not amount to force majeure events. However, if by reason of COVID any delays occur the Consultant may seek extension as per Clause 3.2.

11. Notices or Requests:

11.1 Any notice or request required or permitted to be given or made under this Contract shall be in writing in the English language. Such notice or request shall be deemed to be duly given or made when it has been delivered by hand, mail, facsimile, electronic mail (e-mail) to the Party to which it is required to be given or made at such Party's address specified below or at such other address as the Parties may specify in writing.

To Client:	Name:	Competition Commission of Pakistan
	Address:	9th Floor South, ISE Towers, 55-B, Jinnah Avenue, Islamabad, Pakistan.
	Phone:	(+92) 51-9100260-3
	Fax:	(+92) 51-9100258
	Email:	<u>sdhussain@cc.gov.pk</u>

To	Name:	
Consultant:	Address:	
	Phone:	
	Email:	

12. Appendices:

12.1 The Appendix to this Contract like Terms of Reference, RFP Technical and Financial Proposals, Forms, Formats, Annexures, Negotiations, shall form an integral and substantive part of this Contract and shall be binding on the Parties to this Contract as if they were parties thereto.

13. Indemnification:

13.1 The Consultant shall indemnify, protect and defend at its own expense and cost, the Client, its Officers and employees, from and against any and all actions, claims, losses or damages arising out of any violation by the Consultant, its personnel, in the course of the Services, of rights of third parties, in respect of intellectual property rights.

13.2 The Consultant shall indemnify, protect and defend, at its own expense and cost, the Client, its Officers and employees, from and against any and all actions, claims, losses or damages where such actions, claims, losses or

damages is or are the result of malfeasance or gross negligence of the Consultants and its personnel.

13.3 The Consultant shall, at its own cost and expense, upon request of the Client, re-perform the Services under this Contract in the event of Consultant's failure to exercise the skill and care required under this Contract. The Commission's determination in this regard shall be final.

14. Termination:

14.1 The Client may by written notice to the Consultant terminate this Contract;

- (c) if the Consultant breaches any of its material obligations under this Contract, which inter alia include performance of services up to the satisfaction of Client, and is unable to cure the breach within thirty (30) days of issuance of a written notice with regards to the breach;
- (d) if the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive in competing for or in performing the Contract.

14.2 The Consultant may by written notice to the Client terminate this Contract;

- (b) if the Client fails to make payment to the Consultant after acceptance of reports/work within 60 days of the receipt of invoice.

14.3 Upon termination of this Contract, all work in progress and related material, record and reports shall be immediately returned/furnished to the Client by the Consultant.

15. Dispute Settlement:

15.1 In case of any disagreement or dissatisfaction between the parties regarding whether services have been rendered in accordance with the ToRs, the parties will work together in good faith in an effort to resolve such disagreement prior to pursuing their respective remedies at law. If the dispute or difference which cannot be amicably settled between the Parties, shall be finally settled under the provisions of the Arbitration Act, 1940, and Rules made thereunder as amended from time to time. The venue of arbitration shall be Islamabad having exclusive jurisdiction with reference to the subject matter of this Contract.

16. Authorized Representative:

16.1 Any action required or permitted to be taken and any document required or permitted to be executed under this Contract, may be taken or executed on behalf of the Client by _____ and Consultant or on his behalf by _____ who are/is duly authorized in this regard.

17. Variation of Contract:

17.1 This Contract may be varied with mutual consent of both the Parties. All such variations shall be in writing signed by the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their respective names as of the day and year first above written.

<p>For and on Behalf of CCP:</p> <p>_____</p> <p>Name:</p> <p>Designation:</p> <p>CNIC: 38101-0602308-7</p> <p>Address: 9th Floor(south), ISE Towers, Jinnah Avenue, Islamabad.</p>	<p>Consultant or representative on Behalf of consultant:</p>
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WITNESSES:

1. _____

2. _____

SECTION-VII

TECHNICAL AND FINANCIAL PROPOSALS FORWARDING LETTER (FORMAT)

Ref. _____

Date: _____

To:

Joint Director (Admin)
Competition Commission of Pakistan,
9th Floor, ISE Towers, Jinnah Avenue,
Islamabad.

Reference CCP's Expression of Interest published in the _____, dated _____ for *procurement of Consultancy Services for Conducting a Comprehensive Competition Assessment Study on Pharmaceutical Sector.*

I am pleased to submit "Technical Proposal" and "Financial Proposal" for Conducting above cited assignment.

The Technical and Financial Proposals shall be binding upon me subject to any change, modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposals/Contract.

Yours sincerely,

Consultant Signature: _____

Name: _____

Address: _____